



Nokia Long-Term Disability Plan

Summary Plan Description

January 2017

[This page intentionally left blank]

Table of Contents

Introduction	1
Plan Benefits	2
Terms You Should Know	3
Your Rights Under ERISA.....	4
Other Information About the Plan	6
Administrative Information.....	9
Important Contacts.....	11

[This page intentionally left blank]

Introduction

Nokia's benefit programs can be an important part of your financial security. The Nokia Long-Term Disability Plan (the "Plan") is intended to provide eligible Management and Represented employees with protection against loss of earned income during periods of disability, all as defined in the Plan.

This booklet--called a summary plan description ("SPD")--is intended to summarize the material terms of the Plan as of January 1, 2017. This booklet is for informational purposes only. The actual terms of the Plan are reflected in the official Plan document, a copy of which can be obtained by writing to the Plan Administrator (see "Important Contacts" in this SPD). Every care has been taken to insure that this summary is accurate. In the event of a conflict between this document and the terms of the official Plan document, the official Plan document will control.

The Company expects to continue the Plan but reserves the right to amend, modify, or terminate it, in whole or in part, at any time by resolution of the Company's Board of Directors or its duly authorized delegate(s), subject to the terms of any applicable collective bargaining agreement.

This document replaces all prior communications regarding the Plan.

Plan Benefits

Benefits under the Plan are as described in the Certificate issued by MetLife that accompanies this SPD. The Certificate also includes important notices as well as information regarding how to file a claim for benefits.

Terms You Should Know

There are several words and phrases that have specific meanings under the Plan. Most of those words and phrases are defined in the Certificate. Certain additional terms are defined below so you can better understand your benefits. These terms are capitalized when they appear in this SPD.

Company: Alcatel-Lucent USA Inc. (doing business as Nokia), a Delaware corporation, and any successor entity.

Certificate: the certificate issued by MetLife that corresponds to this Plan.

Disabled: as defined in the Certificate.

Eligible Employee/Eligible Class: as defined in the Certificate.

Management Employee: as defined in the Certificate.

Participant: an individual who is eligible for and being paid benefits under the Plan.

Participating Company: each of the following:

- Alcatel-Lucent Caribbean Inc.
- Alcatel-Lucent Investment Management Corporation
- Alcatel-Lucent USA Inc.
- Nokia Solutions and Networks US LLC.

and any successor entity.

Plan Administrator: the Company. The Company may delegate its responsibilities for the administration of the Plan to others and employ others to carry out or render advice with respect to its responsibilities under the Plan, including discretionary authority to interpret and construe the terms of the Plan, to direct disbursements and to determine eligibility for Plan benefits.

Represented Employee: as defined in the Certificate.

Your Rights Under ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), as described below.

Your Right to Receive Information About the Plan and About Your Benefits Under the Plan

Under ERISA, all Plan Participants have the right:

- To examine, without charge, at the Plan Administrator’s office and at other specified locations such as worksites, all documents governing the Plan and a copy of the latest Form 5500 filed by the Long-Term Disability Plan Administrator with the U.S. Department of Labor. The Plan’s Form 5500 is also available at the Public Disclosure Room, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C.
- To obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan and copies of the Form 5500 and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for such copies.

Your Right to Prudent Actions by the Plan’s Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Participants and Beneficiaries. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforcing Your Rights

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know the reasons for the denial, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time limits.

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request a copy of Plan documents or the latest Form 5500 from the Plan Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case,

the court may require the Plan Administrator to provide the materials to you and also to pay you up to \$110 a day until you receive the materials (unless the materials were not sent because of reasons beyond the control of the Plan Administrator). If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that the Plan's fiduciaries misused money belonging to the Plan, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement of your ERISA rights or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by going to www.dol.gov/EBSA or calling the publications hotline of the Employee Benefits Security Administration at (866) 444-EBSA (3272).

Other Information About the Plan

The Official Plan Documents Are Controlling

This booklet, called an SPD, is intended to summarize the material terms of the plan design under the Plan. The SPD is for informational purposes only. The actual terms of the Plan are reflected in the official Plan document, a copy of which can be obtained by writing to the Plan Administrator (see “Important Contacts” later in this SPD). Every care has been taken to insure that this summary is accurate. In the event of a conflict between this SPD and the terms of the official Plan document, the official Plan document will control.

Because of the many detailed provisions of the Plan, no one other than the personnel or entities identified in this summary (see “Important Contacts” at the end of this SPD) is authorized to advise you concerning the terms of the Plan. Questions regarding your benefits or the Plan should be addressed as indicated in this SPD. Neither the Company nor the Plan is bound by statements made by unauthorized persons or entities. Moreover, in the event of a conflict between any information provided to you by an authorized resource and this SPD, this SPD (or the official Plan document in the event of a conflict between this SPD and the official Plan document) will control.

The Company Has the Right to Modify, Suspend, or Terminate the Plan

The Company expects to continue the Plan. However, the Company has expressly reserved the right to modify, suspend, change or terminate the Plan at any time and for any reason (subject to, with respect to the Represented employee plan design, any applicable collective bargaining agreement).

The Plan is Not a Contract of Employment

Your participation in the Plan does not create a contract of employment, which is generally considered to be “at will.”

Employment Status

If you are Disabled for purposes of the LTD Plan, your employment with the Company automatically ends after you receive the maximum amount of short-term disability benefits available under the Short-Term Disability Plan. There is no guarantee of reemployment after this period.

Plan Rights and Benefits Are Not Assignable

An Eligible Employee's rights under the Plan are personal, and the Eligible Employee may not assign or transfer any of those rights or any benefits due him or her under the Plan to any other person or entity.

Alienation of Benefits

Alienation of any benefits under the Plan will not be permitted or recognized except as otherwise required by applicable law. The benefits provided under the Plan are not subject to sale, anticipation, alienation, attachment, garnishment, levy, execution or any other form of transfer. Generally, state and local laws will not be recognized unless permitted by or under applicable federal law, such as ERISA.

LTD Plan Funding and Payment of Benefits

The benefits described in this SPD are provided pursuant to a fully insured arrangement in which benefits are paid directly by Metropolitan Life Insurance Company in accordance with a MetLife insurance policy and certificate of insurance held by Alcatel-Lucent USA Inc. doing business as Nokia.

Union Agreements

The benefits described in this summary plan description reflect the provisions of the Plan as outlined in the collective bargaining agreement between the Company and the union(s) representing employees of the Company. Copies of the agreement(s) are distributed or made available to those Represented Employees covered by the agreement(s) and to any other Represented Employee who submits a written request for a copy to the Plan Administrator. A reasonable duplication charge may be made for copies furnished in response to such written request.

LTD Plan Administrator

The LTD Plan Administrator has full discretionary authority and power to control and manage aspects of the LTD Plan, to determine eligibility for LTD Plan benefits, to interpret and construe the terms and provisions of the LTD Plan, to allocate or delegate its responsibilities for the administration of the LTD Plan to others and employ others to carry out or render advice with respect to its responsibilities under the LTD Plan, including but not limited to discretionary authority to interpret and construe the terms of the LTD Plan, to determine questions of fact and law, to direct disbursements, to determine eligibility for the LTD Plan benefits, and to adopt rules for the administration of the LTD Plan as they deem appropriate in accordance with the terms of the LTD Plan and all applicable laws.

Coverage under Other Company Plans

Employee benefits, such as medical, dental and life insurance, will cease on the last day of the month in which your employment ends due to expiration of STD benefits. For information on your rights to continue or convert these benefits, including deadlines for doing so, please review the Summary Plan Descriptions (SPDs) for those plans, or call the Nokia Benefits Resource Center (NBRC) at 1-888-232-4111. If you contact the NBRC, explain to the representative that your employment is terminating due to expiration of your STD benefits.

New Jersey Law Applies, to the Extent Not Preempted by Federal Law

The Plan shall be construed, administered, and governed according to the laws of the State of New Jersey (determined without regard to conflicts of law provisions), except to the extent preempted by federal law, which shall in that case control.

Administrative Information

Plan Name	The official plan name is the Nokia Long-Term Disability Plan.
Plan Sponsor Name and Address	<p>The Plan Sponsor is Alcatel-Lucent USA Inc. (doing business as Nokia). The address of the Plan Sponsor is:</p> <p>Nokia Long-Term Disability Plan Sponsor 600-700 Mountain Avenue Room 6D-401A Murray Hill, NJ 07974 USA</p>
Plan Administrator Name and Address	<p>The Plan is administered by Alcatel-Lucent USA Inc. (doing business as Nokia). The address of the Plan Administrator is:</p> <p>Nokia Long-Term Disability Plan Administrator 600-700 Mountain Avenue Room 6D-401A Murray Hill, NJ 07974</p>
Claims Administrator & Insurer Name and Address	<p>The Claims Administrator for the Plan is Metropolitan Life Insurance Company. The address of the Claims Administrator is:</p> <p>Metropolitan Life Insurance Company P.O. Box 14590 Lexington, KY 40511</p> <p>or</p> <p><u>By Overnight Mail</u> MetLife Disability c/o ACS 2025 Leestown Road, Suite A-2 Lexington, KY 40511</p>
Type of Administration	The Plan is administered by the Plan Sponsor. Administration and claims for benefits are administered by the Claims Administrator.
Plan Number	The Plan Number for the Plan is 516.

Employer Identification Number	The Employer Identification Number for the Plan Sponsor is 22-3408857.
Agent for Service of Legal Process	<p>Direct any process of legal service regarding a claim for benefits to the Claims Administrator. For all other matters, the Nokia Legal & Compliance organization is the agent for service of legal process for the Plan. Service of legal papers, including service of subpoenas, may be served directly to:</p> <p>Nokia Legal & Compliance Organization Room 3A-206 600-700 Mountain Avenue Murray Hill, NJ 07974 USA</p>
Plan Records and Plan Year	The Plan and all of its records are kept on a calendar-year basis, beginning January 1 and ending December 31 of each year.
Type of Plan	The Plan is considered an “employee welfare benefit plan” under the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Important Contacts

Here is a list of important contacts for the Plan:

Contact/Service Provided	Address
Claims Administrator & Insurer— Considers claims for LTD benefits. Certifies or non-certifies LTD claims.	Metropolitan Life Insurance Company P.O. Box 14590 Lexington, KY 40511 Or <u>By Overnight Mail</u> MetLife Disability c/o ACS 2025 Leestown Road, Suite A-2 Lexington, KY 40511 USA
Plan Administrator – Long-Term Disability Administers the LTD Plan in accordance with its provisions	Nokia Long-Term Disability Plan Administrator 600-700 Mountain Avenue Room 6D-401A Murray Hill, NJ 07974
Plan Administrator— Short-Term Disability Administers the Plan in accordance with its provisions and transitions cases to MetLife for LTD benefit consideration.	Nokia Short-Term Disability Plan Administrator Room 6D-401A 600-700 Mountain Avenue Murray Hill, NJ 07974 USA

© Nokia 2017. All rights reserved.

About Nokia

Nokia is a global leader in the technologies that connect people and things. Powered by the innovation of Bell Labs and Nokia Technologies, the company is at the forefront of creating and licensing the technologies that are increasingly at the heart of our connected lives.

<http://www.nokia.com> || <http://networks.nokia.com>

YOUR BENEFIT PLAN

Nokia

US and Puerto Rico Employees

Disability Income Insurance: Long Term Benefits

Certificate Date: January 1, 2017

Nokia
600 Mountain Avenue, Room 6D-401A
Murray Hill, NJ 07974

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Nokia



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: Alcatel-Lucent USA Inc. dba Nokia
Group Policy Number: 93587-4-G
Type of Insurance: Disability Income Insurance: Long Term Benefits
MetLife Toll Free Number(s): 1-800-300-4296
For Claim Information

THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOU COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at:

1-800-638-2242

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MetLife para obtener información o para presentar una queja al:

1-800-638-2242

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O

RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU CERTIFICADO:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

NOTICE FOR RESIDENTS OF ALL STATES

WORKERS' COMPENSATION

This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

MANDATORY DISABILITY INCOME BENEFIT LAWS

For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico

This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1 (800) 927-4357**

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance

Consumer Affairs

700 West State Street, 3rd Floor

PO Box 83720

Boise, Idaho 83720-0043

1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-800-300-4296

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance

Consumer Services Division

311 West Washington Street, Suite 300

Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF DISABILITY INCOME INSURANCE

1. If Your Disability Income Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your Disability Income Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Disability Income Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9691 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166-0188
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

TABLE OF CONTENTS

Section	Page
CERTIFICATE FACE PAGE	1
NOTICES	2
SCHEDULE OF BENEFITS	17
DEFINITIONS	18
Date You Are Eligible for Insurance	22
Enrollment Process	23
Date Your Insurance Takes Effect	23
Date Your Insurance Ends	23
CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT	24
For Family And Medical Leave	24
At The Policyholder's Option	24
SPECIAL RULES	25
DISABILITY INCOME INSURANCE: LONG TERM BENEFITS	26
DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT	28
DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT	30
DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END	31
ADDITIONAL LONG TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH.....	32
DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS.....	33
DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS	34
DISABILITY INCOME INSURANCE: EXCLUSIONS.....	36
FILING A DISABILITY INCOME INSURANCE CLAIM: LONG TERM BENEFITS.....	37
GENERAL PROVISIONS.....	38
Assignment.....	38
Disability Income Benefit Payments: Who We Will Pay	38
Entire Contract.....	38
Incontestability: Statements Made by You	38
Misstatement of Age	38

Conformity with Law	38
Physical Exams	39
Autopsy.....	39
Overpayments for Disability Income Insurance.....	39
Lien and Repayment	40

SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

BENEFIT

BENEFIT AMOUNT AND HIGHLIGHTS

Disability Income Insurance For You: Long Term Benefits

Monthly Benefit.....	60% of the first \$41,667 of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Maximum Monthly Benefit.....	\$25,000
Minimum Monthly Benefit.....	10% of the Monthly Benefit before reductions for Other Income Benefits or \$100, whichever is greater, subject to the Overpayments and Rehabilitation Incentive subsections of this certificate
Elimination Period.....	The end of the short term disability maximum benefit period set forth in the Policyholder's short term disability plan.

Note: If You are receiving benefit payments for a disability due to sickness or injury under the accident disability provisions of the Policyholder's Sickness and Accident Disability Benefit Plan (SADBP) or any successor plan, We will not pay monthly payments to You for that same injury or sickness under this certificate.

Maximum Benefit Period*

- the period shown below:

Age on Date of Your Disability	Benefit Period
61 or younger	To age 65
62	30 months
63	24 months
64	18 months
65 or older	12 months

*The Maximum Benefit Period is subject to the LIMITED DISABILITY BENEFITS and DATE BENEFIT PAYMENTS END sections.

Rehabilitation Incentives..... Yes

Additional Benefits:

Single Sum Payment in the Event of Your Death..... Yes

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time or Part-Time basis. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Disabled or Disability means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn:
 - during the Elimination Period and the next 24 months of Sickness or accidental injury, more than 60% of Your Predisability Earnings at Your Own Occupation from any employer in Your Local Economy; and
 - after such period, more than 60% of Your Predisability Earnings from any employer in Your Local Economy at any gainful occupation for which You are reasonably qualified taking into account Your training, education and experience.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If You are Disabled and have received a Monthly Benefit for 12 months, We will adjust Your Predisability Earnings only for the purposes of determining whether You continue to be Disabled and for calculating the Return to Work Incentive, if any. We will make the initial adjustment as follows:

We will add to Your Predisability Earnings an amount equal to the product of:

Your Predisability Earnings times the lesser of:

- 7%; or
- the annual rate of increase in the Consumer Price Index for the prior calendar year.

DEFINITIONS (continued)

Annually thereafter, We will add an amount to Your adjusted Predisability Earnings calculated by the method set forth above but substituting Your adjusted Predisability Earnings from the prior year for Your Predisability Earnings. **This adjustment is not a cost of living benefit.**

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

Domestic Partner means each of two people, one of whom is an employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
 4. sharing a primary residence with the other person and have been so sharing for the immediately preceding 6 months; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

Elimination Period means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

Full-Time means Active Work of at least 20 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Local Economy means the geographic area:

- within which You reside; and
- which offers suitable employment opportunities within a reasonable travel distance.

If You move on or after the date You become Disabled, We may consider both Your former and current residence to be Your Local Economy.

Noncontributory Insurance means insurance for which the Policyholder does not require You to pay any part of the premium.

Participating Company means the Policyholder and certain of its affiliates whose names are on file with the Policyholder. The list of affiliates will be provided to Us upon request.

Part-Time means Active Work of less than 20 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Policyholder's Retirement Plan means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Policyholder contributions.

The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

Predisability Earnings means Your Full-Time or Part-Time straight-time salary You were earning from the Policyholder as of Your last day of Active Work before Your Disability began. We calculate this amount on a monthly basis.

The term includes:

- contributions You were making through a salary reduction agreement with the Policyholder to any of the following:
 - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - an executive non-qualified deferred compensation arrangement; and
 - Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- commissions;
- incentives;
- bonuses;
- overtime pay;
- allowances;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;

DEFINITIONS (continued)

- the Policyholder's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other discretionary or non-discretionary compensation, unless required by law.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Rehabilitation Program means a program that has been approved by Us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

We, Us and Our mean MetLife.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and Your mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

Regular and Term, active, Full-Time or Part-Time US and Puerto Rico employees as follows:

- Management employees who are Actively at Work for a Participating Company, who are eligible for the Policyholder's short term disability plan, and who are not covered under a collective bargaining agreement. Eligible Class does not include:
 - employees who are not paid from the U.S. payroll of a Participating Company, who are employed by an independent company (such as an employment agency), or whose services are rendered pursuant to an agreement that excludes participation in the Policyholder's Disability Income Insurance: Long Term Benefits Plan; or
 - interns, trainees (other than an International Graduate Trainees), co-op participants, consultants, non-employee workers, leased or temporary employees; or
 - individuals who do not receive payment for services from a Participating Company's U.S. payroll even if they are reclassified by a court or administrative agency as a common law employee of a Participating Company.
- Represented employees who are Actively at Work for a Participating Company, who are eligible for the Policyholder's short term disability plan, and who are covered by a collective bargaining agreement that provides for participation in the Policyholder's Disability Income Insurance: Long Term Benefits Plan. Eligible Class does not include:
 - employees who are not paid from the U.S. payroll of a Participating Company, who are employed by an independent company (such as an employment agency), or whose services are rendered pursuant to an agreement that excludes participation in the Policyholder's Disability Income Insurance: Long Term Benefits Plan; or
 - individuals who do not receive payment for services from a Participating Company's U.S. payroll even if they are reclassified by a court or administrative agency as a common law employee of a Participating Company.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If prior to January 1, 2017, You were receiving a benefit under the Policyholder's short term disability plan, and You subsequently return to Active Work for a period of less than 13 weeks, You will be eligible for the insurance described in this certificate on the later of:

1. January 1, 2017; or
2. The day after the date You return to Active Work for 13 weeks,

provided You remain in Active Work during the 13 week period. If You do not remain in Active Work during the 13 week period, You will not be eligible for Disability Income Insurance: Long Term Benefits under this certificate.

If You were not receiving a benefit under the Policyholder's short term disability plan and You are in an eligible class on January 1, 2017, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2017, You will be eligible for insurance on the date You enter that class.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

THE FOLLOWING PROVISIONS APPLY TO EMPLOYEES WHO ARE NOT DISABLED, AS DEFINED IN THIS CERTIFICATE.

ENROLLMENT PROCESS

If You are eligible for insurance, You are automatically enrolled for such insurance.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

Your Noncontributory Insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Increase in Insurance

An increase in insurance due to an increase in Your earnings will take effect on the date of the increase in Your earnings.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

Decrease in Insurance

A decrease in insurance due to a decrease in Your earnings will take effect on the date of change.

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the date Your employment ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Insurance will continue if You cease Active Work due to any Policyholder approved leave of absence, for a period in accordance with the Policyholder's general practice for an employee in Your job class.

The Policyholder's general practice for employees in a job class determines which employees with the above types of absences are to be considered as still insured and for how long among persons in like situations.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

SPECIAL RULES

FOR INDIVIDUALS WHO BECOME EMPLOYEES OF THE POLICYHOLDER AS A RESULT OF AN ACQUISITION OR MERGER

To prevent a loss of Your insurance because of a change in the plan of insurance offered to You by the Prior Employer due to an acquisition or merger either by the Policyholder or of the Policyholder, the following rules will apply if You cease to be covered under the Prior Employer's group disability plan on the Acquisition or Merger Date.

Prior Employer means the employer with whom You were employed prior to the Acquisition or Merger Date.

Acquisition or Merger Date means the effective date of the Disability Income Insurance under the Group Policy.

Rules for Pre-existing Conditions (See section entitled **DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS)**

Pre-existing Conditions do not apply to employees who become covered under this certificate on or after January 1, 2017 due to acquisition or merger and have 12 months or more of service based on service credit granted.

DISABILITY INCOME INSURANCE: LONG TERM BENEFITS

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Monthly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the DATE BENEFIT PAYMENTS END section.

To verify that You continue to be Disabled without interruption after Our initial approval, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews or functional capacity exams, as needed.

While You are Disabled, the Monthly Benefit described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

BENEFIT PAYMENT

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Monthly Benefit one month after the date benefits begin to accrue. We will make subsequent payments monthly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each month and will be pro-rated for any partial month of Disability.

We will pay Monthly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

RECOVERY FROM A DISABILITY

If You return to Active Work, We will consider You to have recovered from Your Disability.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group long term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period:

- for a period of less than 13 weeks, and then You become Disabled again due to the same or different Sickness or accidental injury, We will not require You to complete a new Elimination Period. We will count the time You were not at Active Work towards the completion of Your Elimination Period.
- for a period of 13 or more weeks, and then You become Disabled again due to the same or different Sickness or accidental injury, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If after completing Your Elimination Period, You are rehired by the Policyholder, and You return to Active Work:

- for a period of less than 13 weeks, and then become Disabled again, We will not require You to complete a new Elimination Period, and Your Disability benefits will resume on the date Your Disability resumes.
- for a period of 13 weeks or more, and then become Disabled again, You will have to complete a new Elimination Period.

For purposes of this provision, the term Active Work only includes those days You actually work.

DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (continued)

REHABILITATION INCENTIVES

Work Incentive

While You are Disabled, We encourage You to work. If You work while You are Disabled and receiving Monthly Benefits, Your Monthly Benefit will be adjusted as follows:

- Your Monthly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and
- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Monthly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Monthly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability.

In addition, the Minimum Monthly Benefit will not apply.

Limit on Work Incentive

After the first 12 months following Your Elimination Period, We will reduce Your Monthly Benefit by 50% of the amount You earn from working while Disabled.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

We will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability benefits which You, Your Spouse or child(ren) receive or are eligible to receive because of Your disability or retirement under:
 - Federal Social Security Act;
 - any state or public employee retirement or disability plan.
2. any income You receive, or are eligible to receive, for disability or retirement under the Policyholder's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions.
3. any income received for disability under:
 - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
 - workers' compensation or a similar law which provides periodic benefits;
 - occupational disease laws;
 - laws providing for maritime maintenance and cure.
4. any income that You receive from working while Disabled to the extent that such income reduces the amount of Your Monthly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.

REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR SOCIAL SECURITY BENEFITS

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, We expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge.

We will reduce the amount of Your Disability benefit by the amount of Social Security benefits We estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will start to do this after You have received 24 months of Disability benefit payments, unless We have received:

- approval of Your claim for Social Security benefits; or
- a notice of denial of such benefits indicating that all levels of appeal have been exhausted.

However, within 6 months following the date You became Disabled, You must:

- send Us Proof that You have applied for Social Security benefits;
- sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance; and
- sign a release that authorizes the Social Security Administration to provide information directly to Us concerning Your Social Security benefits eligibility.

If You do not satisfy the above requirements, We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits.

In either case, when You do receive approval or final denial of Your claim for Social Security benefits as described above, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)

SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit.

If We do not receive the Written Proof described above, and We know the amount of the single sum payment, We may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and We do not receive the Written Proof described above within 10 days after You receive the single sum payment, We will adjust the amount of Your Disability Benefit by the amount of such payment.

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement. If the attorney fees are incurred because of Your successful pursuit of Social Security disability benefits, such fees are limited to those approved by the Social Security Administration;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date benefits end as specified in the section entitled LIMITED DISABILITY BENEFITS;
- the date You are no longer Disabled;
- the date You die except for benefits paid under section entitled ADDITIONAL LONG TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

ADDITIONAL LONG TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH

If You die while You are Disabled and You were entitled to receive Monthly Benefits under this certificate, Proof of Your death must be sent to Us. When We receive such Proof, We will pay the benefit described in this section.

BENEFIT AMOUNT

The benefit will be equal to 3 times the lesser of:

- the Gross Monthly Benefit You receive for the calendar month immediately preceding Your death;
- the Gross Monthly Benefit You were entitled to receive for the month You die, if You die during the first month that Disability benefits are payable.

Gross Monthly Benefit means the Monthly Benefit determined prior to any reductions for Other Benefit Sources as set forth in OTHER BENEFIT SOURCES WHICH WILL REDUCE YOUR MONTHLY BENEFIT.

We will reduce the benefit amount by any overpayment We are entitled to recover.

BENEFIT PAYMENT

Benefit payments will be made as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS

Pre-existing Condition means a Sickness or accidental injury for which You:

- received medical treatment, consultation, care, or services; or
- took prescribed medication or had medications prescribed;

in the 3 months before Your insurance under this certificate takes effect.

We will not pay benefits for a Disability that results from a Pre-existing Condition if You have been Actively at Work for less than 12 consecutive months after the date Your Disability insurance takes effect under this certificate.

Pre-existing Conditions apply to:

All new hires that begin employment with Policyholder on or after January 1, 2017; and

Employees who are rehired by Policyholder and have less than 12 months of service based on service credit granted.

Pre-existing Conditions do not apply to:

Employees who were employed by Policyholder on December 31, 2016 and remain continuously employed by Policyholder; and

Employees who are rehired by Policyholder and have 12 months or more of service based on service credit granted.

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS

For Disability Due To Alcohol, Drug or Substance Abuse or Addiction; Mental and Nervous Disorders or Diseases; Neuromuscular, Musculoskeletal or Soft Tissue Disorders; Chronic Fatigue Syndrome and Related Disorders;

If You are Disabled due to one or more of the following medical conditions described below, We will limit Your Disability benefits to a lifetime maximum equal to the lesser of:

- 24 months during Your lifetime for any one or more, or all of the above conditions; or
- the Maximum Benefit Period.

Subject to the Administration of Limited Disability Benefits for Disability Due to Mental and Nervous Disorders or Diseases, Neuromuscular, Musculoskeletal or Soft Tissue Disorders or Chronic Fatigue Syndrome and Related Disorders, as set forth below:

Your Disability benefits will be limited as stated above for:

1. If Your Disability is due to alcohol, drug or substance abuse or addiction, We require You to participate in an alcohol, drug or substance addiction recovery program recommended by a Physician. We will end Disability benefit payments at the earliest of the period described above or the date You cease, refuse to participate, or complete such recovery program.
2. Mental or Nervous Disorder or Disease that results from any cause, except for:
 - Neurocognitive Disorders; or
 - Schizophrenia.
3. Neuromuscular, Musculoskeletal or Soft Tissue disorders including, but not limited to, any disease or disorder of or injury to the spine or extremities and their surrounding soft tissue; sprains or strains of joints or their adjacent muscles, Carpel Tunnel Syndrome or other Repetitive Motion Disorders, unless the Disability has objective evidence of:
 - Myelopathies;
 - Myopathies;
 - Connective Tissue Disorder or Disease
 - Tumors of the spine, bone or soft tissue
 - Spinal Vascular Malformations; or
 - Spinal Cord Damage.
4. Chronic Fatigue Syndrome and Related Disorders.

ADMINISTRATION OF LIMITED DISABILITY BENEFITS FOR DISABILITY DUE TO MENTAL AND NERVOUS DISORDERS OR DISEASES, NEUROMUSCULAR, MUSCULOSKELETAL, OR SOFT TISSUE DISORDERS OR CHRONIC FATIGUE SYNDROME AND RELATED DISORDERS.

If no exception above applies, and You are Disabled as a result of:

- more than one injury or Sickness for which Disability benefits are payable under this certificate, each of which are subject to the provisions of the Limited Disability Benefits section, the benefit limitation periods will run concurrently for all such conditions.
- one or more injuries or Sicknesses for which a Disability benefit is payable under this certificate, one or more of which is subject to the provisions of the Limited Disability Benefits section, Your Disability benefits will terminate at the end of the limitation period shown above, unless We receive Proof that You are Disabled at the end of such limitation period due to one or more of the exceptions to the limitation shown above, or to a Sickness or injury not subject to the limitations in Limited Disability Benefits.

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS (continued)

DEFINED TERMS USED IN LIMITED DISABILITY BENEFITS

Carpel Tunnel Syndrome means an entrapment median neuropathy, which causes pain, numbness, and other symptoms in the distribution of the median nerve due to its compression at the wrist.

Chronic Fatigue Syndrome means the clinically evaluated, unexplained persistent or relapsing chronic fatigue that is not substantially alleviated by rest. The diagnosis must be established following the Center for Disease Control current clinical criteria as of the date of Your Disability.

Connective Tissue Disorder or Disease means any of a group of diseases affecting the connective tissues of the body. These conditions include, but are not limited to, rheumatoid arthritis, Marfan syndrome, systemic lupus erythematosus, scleroderma, Ehlers-Danlos syndrome or polymyositis.

The diagnosis must be established using American College of Rheumatology current clinical criteria as of the date of Your Disability.

Mental or Nervous Disorder or Disease means a medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic And Statistical Manual Of Mental Disorders ("DSM") as of the date of Your Disability.

Musculoskeletal means the bones, joints, joint capsules, cartilage, or adjacent tendons, ligaments or muscles.

Myelopathies means disease of the spinal cord supported by objective clinical findings of spinal cord pathology.

Myopathies means diseases of muscle fibers, supported by pathological findings on biopsy or electromyography (EMG).

Neurocognitive Disorder means a condition that meets the diagnostic criteria for neurocognitive disorders set forth in the most recent edition of the DSM as of the date of Your Disability, and the cognitive deficits that relate to the Disability are not attributable to another Mental or Nervous Disorder or Disease. Neurocognitive disorders include, but are not limited to, conditions such as Alzheimer's disease and other forms of dementia, and Traumatic Brain Injury.

Neuromuscular means the peripheral motor nerves and the muscles that such nerves supply.

Related Disorders means conditions that are similar to Chronic Fatigue Syndrome in that the symptoms associated with the condition are comparable. These conditions include, but are not limited to, the following:

- Chronic Fatigue Immunodeficiency Syndrome;
- post Viral Syndrome, and
- Epstein-Barr virus infection.

The diagnosis must be established following the Center for Disease Control current clinical criteria as of the date of Your Disability.

Repetitive Motion Disorders means muscular conditions that result from repeated motions performed in the course of normal work or daily activities and affecting upper or lower extremities.

Schizophrenia means a chronic psychiatric disorder diagnosed in accordance with the diagnostic criteria for Schizophrenia set forth in the most recent edition of the DSM as of the date of Your Disability.

Soft Tissue means the muscle, fat, fibrous tissues, and blood vessels, which connect, support, or surround the bony structures and organs of the body.

Spinal means components of the bony spine or spinal cord.

Spinal Cord Damage means injury or disease of the spinal cord with resultant paralysis.

Spinal Vascular Malformations means abnormal development of blood vessels within the spinal cord.

Tumor(s) means abnormal growths which may be malignant or benign.

We will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit or taking part in a felony.

FILING A DISABILITY INCOME INSURANCE CLAIM: LONG TERM BENEFITS

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to MetLife.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact Your benefits representative. We recommend that You do so no later than 14 days after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

When a claimant files an initial claim for Disability Income Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to MetLife within 90 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given within 90 days after the end of the Elimination Period or if it is not reasonably possible to give notice of claim or Proof within such period, they are given as soon as is reasonably possible thereafter.

Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
 - the date Your Disability started;
 - the cause of Your Disability;
 - the prognosis of Your Disability;
 - the continuity of Your Disability; and
- Your application for:
 - Other Benefit Sources;
 - Federal Social Security disability benefits; and
 - Workers compensation benefits or benefits under a similar law.
- Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Benefit Sources;
- any and all medical information, including but not limited to:
 - x-ray films; and
 - photocopies of medical records, including:
 - histories,
 - physical, mental or diagnostic examinations; and
 - treatment notes; and
- the names and addresses of all:
 - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
 - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;
 - pharmacies which have filled Your prescriptions within the past three years; and
- additional proof elements as required and described within the additional plan provisions for which You are filing a claim for benefits.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Disability Income Benefit Payments: Who We Will Pay

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary for any amount that is or becomes due, according to the following order:

1. Your Spouse or Domestic Partner, if alive;
2. Your child(ren), if there is no surviving Spouse or Domestic Partner;
3. Your parent(s), if there is no surviving child(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid Insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

GENERAL PROVISIONS (continued)

Physical Exams

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

Overpayments for Disability Income Insurance

Recovery of Overpayments

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

Lien and Repayment

If You become Disabled and You receive Disability benefits under this certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this certificate for such Disability. Our right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate;
- furnishing of documents and other information as requested by Us or any person working on Our behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate, up to an amount equal to the benefits paid to You under this certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this certificate.

**THIS IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.**

SPECIAL SERVICES

Social Security Assistance Program

If your claim for Disability benefits under this plan is approved, MetLife provides you with assistance in applying for Social Security disability benefits. Before outlining the details of this assistance, you should understand why applying for Social Security disability benefits is important.

Why You Should Apply For Social Security Disability Benefits

Both you and your employer contribute payroll taxes to Social Security. A portion of those tax dollars are used to finance Social Security's program of disability protection. Since your tax dollars help fund this program, it is in your best interest to apply for any benefits to which you may be entitled. Your spouse and children may also be eligible to receive Social Security disability benefits due to your Disability.

There are several reasons why it may be to your financial advantage to receive Social Security disability benefits. Some of them are:

1. Avoids Reduced Retirement Benefits

Should you become disabled and approved for Social Security disability benefits, Social Security will freeze your earnings record as of the date Social Security determines that your disability has begun. This means that the months/years that you are unable to work because of your disability will not be counted against you in figuring your average earnings for retirement and survivors benefit.

2. Medicare Protection

Once you have received 24 months of Social Security disability benefits, you will have Medicare protection for hospital expenses. You will also be eligible to apply for the medical insurance portion of Medicare.

3. Trial Work Period

Social Security provides a trial work period for the rehabilitation efforts of disabled workers who return to work while still disabled. Full benefit checks can continue for up to 9 months during the trial work period.

4. Cost-of-Living Increases Awarded by Social Security Will Not Reduce Your Disability Benefits

MetLife will not decrease your Disability benefit by the periodic cost-of-living increases awarded by Social Security. This is also true for any cost-of-living increases awarded by Social Security to your spouse and children.

This is called a Social Security "freeze." It means that only the Social Security benefit awarded to you and your dependents will be used by MetLife to reduce your Disability benefit; with the following exceptions:

- a) an error by Social Security in computing the initial amount;
- b) a change in dependent status; or
- c) your Employer submitting updated earnings records to Social Security for earnings received prior to your Disability.

Over a period of years, the net effect of these cost-of-living increases can be substantial.

SPECIAL SERVICES

How MetLife Assists You in the Social Security Approval Process

As soon as you are approved for Disability benefits, MetLife begins assisting you with the Social Security approval process.

1. Assistance Throughout the Application Process

MetLife has a dedicated team of Social Security Specialists. These Specialists, many of whom have worked for the Social Security Administration, are also located within our Claim Department. They provide expert assistance up front, offer support while you are completing the Social Security forms, and help guide you through the application process.

2. Guidance Through Appeal Process by Social Security Specialists

Social Security disability benefits may be initially denied, but are often approved following an appeal. If your benefits are denied, our dedicated team of Social Security Specialists provides expert assistance on an appeal if your situation warrants continuing the appeal process. They guide you through each stage of the appeal process. These stages may include:

- a) Reconsideration by the Social Security Administration
- b) Hearing before an Administrative Law Judge
- c) Review by an Appeals Council established within the Social Security Administration in Washington, D.C.
- d) A civil suit in Federal Court.

3. Social Security Attorneys

Depending on your individual needs, MetLife may provide a referral to an attorney who specializes in Social Security law. The Social Security approved attorney's fee is credited to the Long Term Disability overpayment, which results upon your receipt of the retroactive Social Security benefits. The attorney's fee, which is capped by Social Security law, will be deducted from the lump sum Social Security Disability benefits award and will not be used to further reduce your Long Term Disability benefit.

Early Intervention Program

The MetLife Early Intervention Program is offered to all covered employees, and your participation is voluntary*. The program helps identify early those employees who might benefit from vocational analyses and rehabilitation services before they are eligible for Long Term Disability benefits. Early rehabilitation efforts are more likely to reduce the length of your Long Term Disability and help you return to work sooner than expected.

If you cannot work, or can only work part-time due to a disability, your employer will notify MetLife. Our Clinical Specialists may be able to assist you by:

1. Reviewing and evaluating your disabling condition, even before a claim for Long Term Disability benefits is submitted (with your consent);
2. Designing individualized return to work plans that focus on your abilities, with the goal of return to work;
3. Identifying local community resources;
4. Coordinating services with other benefit providers, including: medical carrier, short term disability carrier,* workers' compensation carrier, and state disability plans;
5. Monitoring return to work plans in progress and modifying them as recommended by the attending physician (with your consent).

Our assistance is offered at no cost to either you or your employer.

* If you also have MetLife Short Term Disability coverage or Salary Continuance Plan Management, these services are provided automatically. Notification by your employer is not necessary.

Return To Work Program

Goal of Rehabilitation

The goal of MetLife is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, we can assist you in returning to work sooner than expected.

Incentives For Returning To Work

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again.

Return-to-Work Services

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities. There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

1. Vocational Analyses

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

2. Labor Market Surveys

Studies to find jobs available in your locale that would utilize your abilities and skills. Also identify one's earning potential for a specific occupation.

3. Retraining Programs

Programs to facilitate return to your previous job, or to train you for a new job.

4. Job Modifications/Accommodations

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

5. Job Seeking Skills and Job Placement Assistance

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

Return-to-Work Program Staff

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

SPECIAL SERVICES

Rehabilitation Vendor Specialists

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, we continue to collaborate with you and your doctor to develop an appropriate return-to-work plan.

CLAIMS INFORMATION

Disability Benefits Claims

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

Claim Submission

For claims for disability benefits, the claimant must report the claim to MetLife and, if requested, complete the appropriate claim form. The claimant must also submit the required proof as described in the "Filing A Claim" section of the certificate.

Claim forms requested by MetLife must be submitted in accordance with the instructions on the claim form.

Initial Determination

After you submit a claim for disability benefits to MetLife, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date you submitted your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case MetLife may have up to two (2) additional extensions of 30 days each to provide you such notification. If MetLife needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from MetLife.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criteria was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge.

Appealing the Initial Determination

If MetLife denies your claim, you may appeal the decision. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision

- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criteria was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.