

**YOUR EMPLOYEE
BENEFIT PLAN**

MILWAUKEE COUNTY

Life Benefits

Milwaukee County
901 N. 9th Street, Room 210-C
Milwaukee , WI 53223

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.

Benefits are provided through a group policy issued to Milwaukee County by Metropolitan Life Insurance Company.

Milwaukee County

MetLife®

Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010-3690

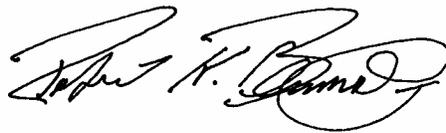
Certifies that, under and subject to the terms and conditions of the Group Policy issued to the Employer, coverage is provided for each Employee as defined herein.

The date when an Employee is eligible for coverage is set forth in the form with the title Eligibility for Benefits.

The date when an Employee's Personal Benefits become effective is set forth in the form with the title Effective Dates of Personal Benefits.

The date when an Employee's Dependent Benefits become effective is set forth in the form with the title Effective Dates of Dependent Benefits.

The amounts of coverage are determined by the form with the title Schedule of Benefits.



Robert H. Benmosche
Chairman, President and Chief Executive Officer

Employer: **Milwaukee County**

Group Policy No.: **104177-G**

Florida Residents: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

For Maryland residents: The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

North Dakota Residents: Free Look Period for Life Insurance: If You are not satisfied with your certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under your certificate. We will refund within 30 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if you elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under your certificate will not be covered.

For West Virginia Residents: You have the right to return this certificate within ten days of its receipt and to have your premium refunded if, after examination of the certificate, you are not satisfied for any reason.

Accelerated Benefits may be taxable. If so, you or your Beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this Benefit.

Texas Residents: Please Read the Notice Pages for Texas Residents Carefully

If any prior certificate relating to the coverage set forth herein has been given to the Employee, such certificate is void.

For Texas Residents:

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

1-800-638-5433

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 - 475-1771

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.

Para Residentes de Texas:

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-638-5433

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
Fax # 512 - 475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU CERTIFICADO: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

For Texas Residents:

IMPORTANT NOTICES

DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATION-OF-LIFE-INSURANCE BENEFIT IS PAID.

DISCLOSURE: The acceleration-of-life-insurance benefits offered under this certificate are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life-insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under the federal law.

DISCLOSURE: Receipt of acceleration-of-life-insurance benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your, your spouse and your family's eligibility for public assistance.

Arkansas residents please be advised of the following:

IMPORTANT NOTICE

IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER OR GROUP ACCOUNT ADMINISTRATOR. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:

1-800-638-5433

IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:

**ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 WEST THIRD
LITTLE ROCK, ARKANSAS 72201-1904**

California residents please be advised of the following:

IMPORTANT NOTICE

**TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT,
CONTACT METLIFE AT:**

**METROPOLITAN LIFE INSURANCE COMPANY
1 MADISON AVENUE
NEW YORK, NY 10010
ATTN: CORPORATE CONSUMER RELATIONS DEPARTMENT
1-800-638-5433**

**IF, AFTER CONTACTING METLIFE REGARDING A COMPLAINT, YOU FEEL
THAT A SATISFACTORY RESOLUTION HAS NOT BEEN REACHED, YOU MAY
FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:**

**CALIFORNIA DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

Georgia residents please be advised of the following:

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.

IMPORTANT NOTICE

NOTICE FOR RESIDENTS OF MONTANA

If a claim on your life or your Dependent's life becomes payable under this certificate, settlement of the claim shall be made within 60 days of the date that we receive proof of death that is satisfactory to us. The settlement shall include interest from the 30th day after we receive such proof until settlement. Such interest shall be paid at the rate required by law in Montana.

Utah residents please be advised of the following:

NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

PEOPLE ENTITLED TO COVERAGE

- You must be a Utah resident.
- You must have insurance coverage under an individual or group policy.

POLICIES COVERED

- ULHIGA provides coverage for certain life, health and annuity insurance policies.

EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's Guaranty Association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.
- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of the ULHIGA, including health plans, fraternal benefit societies, state pooling plans and mutual assessment companies.

LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 — whichever is lower. Other caps also apply:

- \$100,000 in net cash surrender values.
- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits — if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).
- Interest rates on some policies may be adjusted downward.

DISCLAIMER

PLEASE READ CAREFULLY:

· **COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.**

· **COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.**

· **THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.**

· **INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.**

· **THE ADDRESS OF ULHIGA, AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW.**

Utah Life and Health Insurance
Guaranty Association
955 E. Pioneer Rd.
Draper, Utah 84114

Utah Insurance Department
State Office Building, Room 3110
Salt Lake City, Utah 84114

Virginia residents please be advised of the following:

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:

Metropolitan Life Insurance Company
1 Madison Avenue
New York, New York 10010
Attn: Corporate Customer Relations Department

To phone in a claim related question, you may call Claims Customer Service at:

1-800-638-5433

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:

Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209

1-800-552-7945 - In-state toll-free

1-804-786-3741 - Out-of-state

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

Wisconsin residents please be advised of the following:

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.

Metropolitan Life Insurance Company
Corporate Consumer Relations Department
1 Madison Avenue
New York, NY 10010
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 266-0103 in Madison.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
SCHEDULE OF BENEFITS (Also see SCHEDULE SUPPLEMENT)	1
SCHEDULE SUPPLEMENT	4
DEFINITIONS OF CERTAIN TERMS USED HEREIN	5
ELIGIBILITY FOR BENEFITS	8
EFFECTIVE DATES OF PERSONAL BENEFITS	8
EFFECTIVE DATES OF DEPENDENT BENEFITS	10
LIFE BENEFITS (On Your Own Account)	13
ACCELERATED BENEFITS (On Your Own Account).....	14
CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY	16
RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE	18
LIFE BENEFITS (On Account of Dependents)	19
ACCELERATED BENEFITS (On Account Of Your Dependent Spouse)	20
RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT.....	23
BENEFICIARY	24
WHEN BENEFITS END	25
CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE	28
NOTICES.....	28

SCHEDULE OF BENEFITS
(Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

BENEFITS (EMPLOYEE ONLY) **AMOUNT**

BASIC LIFE An amount equal to 1 times your basic annual earnings, as determined by your Employer, rounded to the next higher \$1,000.

OPTIONAL LIFE

You may select from the following amounts:

\$5,000	\$13,000	\$20,000	\$40,000	\$70,000	\$125,000
\$7,000	\$15,000	\$25,000	\$45,000	\$80,000	\$150,000
\$9,000	\$17,000	\$30,000	\$50,000	\$90,000	\$175,000
\$11,000	\$19,000	\$35,000	\$60,000	\$100,000	\$200,000

Total Combined Maximum Benefit of Basic and Optional Life Benefits..... \$1,000,000

See pages hereof entitled ACCELERATED BENEFITS (ON YOUR OWN ACCOUNT).

You may request payment of an Accelerated Benefit from your Basic or Optional Life Benefits or from both. If you elect payment from both your Basic and Optional Life Benefits, the Accelerated Benefits payment will be determined in accordance with the pages hereof entitled ACCELERATED BENEFITS (On Your Own Account), but not more than \$250,000 will be payable for Basic Life and not more than \$250,000 for Optional Life.

DEPENDENT LIFE (Non Union Employees Only)

Spouse Multiples of \$10,000, up to the lesser of 50% of your Life Benefits and \$100,000

Child (Birth to 6 months)..... \$200

Child (6 months to 25 years)

All Employees who elect:

Option 1..... \$5,000

Option 1..... \$10,000

Option 1..... \$12,500

See pages hereof entitled ACCELERATED BENEFITS (ON ACCOUNT OF YOUR DEPENDENT SPOUSE).

**INCREASES AND DECREASES IN AMOUNTS OF
BASIC AND OPTIONAL LIFE BENEFITS**

Your earnings on the date you become covered under This Plan will determine your benefits on that date. Any increase or decrease in your benefits will take place on the date of change in your earnings provided you are Actively at Work on that date. If you are not Actively at Work on the date of change in your earnings, the change in your benefits will take place when you return to Active Work.

PROVISIONS APPLICABLE TO DEPENDENT SPOUSE LIFE BENEFITS GREATER THAN \$20,000

1. In order for your dependent spouse to be covered for an amount of Life Benefits greater than \$20,000, evidence of good health must be given to us. The evidence of good health is to be given at your expense.

If the evidence of good health is accepted by us as satisfactory, such amount of Life Benefits will be effective on the later of:

- a. the date the Dependent Spouse Life Benefits would otherwise be effective; and
- b. the date the evidence of good health is accepted by us;

provided you are Actively at Work on that date. If you are not Actively at Work on that date, such amount of Life Benefits will become effective on the date of your return to Active Work.

If the evidence of good health is not accepted by us as satisfactory, the amount of your Dependent Spouse Life Benefits will be limited to the lesser of 50% of your life benefits and \$20,000

2. If your Dependent Spouse is already covered for an amount of Life Benefits greater than \$20,000, evidence of good health must be given to us in order for such amounts of Life Benefits to be increased. The evidence of good health is to be given at your expense.

If the evidence of good health is accepted by us as satisfactory, the increased amount of Life Benefits will be effective on the later of:

- a. the date the Dependent Spouse Life Benefits would otherwise be effective; and
- b. the date the evidence of good health is accepted by us;

provided you are Actively at Work on that date. If you are not Actively at Work on that date, such amount of Life Benefits will become effective on the date of your return to Active Work.

If the evidence of good health is not accepted by us as satisfactory, the amount of your Dependent Spouse Life Benefits will not be increased.

IF YOU ARE AGE 65 OR OLDER

The amounts of your Basic Life Benefits on and after age 65 will be determined by applying the appropriate percentage from the following table to the amount of such benefits which would otherwise have been applicable had you not become age 65:

<u>Age of Employee</u>	<u>Percentage</u>
65 but less than 66	92%
66 but less than 67	84%
67 but less than 68	76%
68 but less than 69	68%
69 but less than 70	60%
70 and older	25%

The amounts of your Optional Life Benefits on or after age 65 will be determined in accordance with the following chart:

Optional Life Amount	Age 60 but under Age 65	Age 65 but under Age 70	Age 70 but under Age 75	Age 75 but under Age 80	Age 80 and over
5000	3300	2100	1400	900	600
7000	4600	3000	2000	1300	900
9000	5900	3800	2500	1700	1100
11000	7200	4700	3000	2000	1300
13000	8500	5500	3600	2400	1600
15000	9800	6300	4100	2700	1800
17000	11100	7200	4600	3100	2100
19000	12400	8000	5200	3500	2300
20000	13000	8400	5400	3600	2400
25000	16300	10500	6800	4500	3000
30000	19500	12600	8100	5400	3600
35000	22800	14700	9500	6300	4200
40000	26000	16800	10800	7200	4800
45000	29300	18900	12200	8100	5400
50000	32500	21000	13500	9000	6000
60000	39000	25200	16200	10800	7200
70000	45500	29400	18900	12600	8400
80000	52000	33600	21600	14400	9600
90000	58500	37800	24300	16200	10800
100000	65000	42000	27000	18000	15000
125000	81300	52500	33800	22500	15000
150000	97500	63000	40500	27000	18000
175000	113800	73500	47300	31500	21000
200000	130000	84000	54000	36000	24000

AMOUNT OF CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY

The amount of your Death Benefits will be determined by the table below. The percentage for your age on the date of your death is to be applied to the amount of your Life Benefits on the date your Life Benefits ended.

<u>If You Die</u>	<u>Percentage</u>
Before age 65	100%
On or after age 65	0%

Your Death Benefits will be reduced if Accelerated Benefits are paid.

WHEN YOU RETIRE

Your Basic Life Benefits continue when you retire. No other benefits are provided under This Plan on or after the day you retire.

Form G.23000-B

SCHEDULE SUPPLEMENT

A. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

1. in contesting the validity of the benefits with respect to which such statement was made; or
2. to reduce the benefits;

unless the conditions listed in items (a) and (b) below have been met:

- a. The statement must be contained in a written application which has been signed by you.
- b. A copy of the application has been furnished to you or to your Beneficiary.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

B. Assignment

The benefits with respect to the Life Benefits (On Your Own Account) under This Plan may be assigned as a gift. The benefits with respect to the Life Benefits (On Your Own Account) are also assignable by means of a viatical assignment. Any such assignment will transfer all right, title, interest and incidents of ownership, both present and future, in such benefits, including, but not limited to, the following:

1. The right to make any contributions required to keep the benefits in force under This Plan.
2. The privilege of obtaining an individual policy of life insurance.

3. The right to change the Beneficiary.

No assignment will be binding on us nor on the Employer unless the following conditions are met:

1. The assignment is in a form which is acceptable to us and to the Employer.
2. The assignment is accepted, in writing, by us and by the Employer.
3. The assignment is filed at our Home Office.

We assume no obligation as to the validity or the sufficiency of any assignment; neither does the Employer.

C. Additional Provisions

1. The benefits under This Plan do not at any time provide paid-up insurance, or loan or cash values.
2. No agent has the authority:
 - a. to accept or to waive the required proof of a claim; nor
 - b. to extend the time within which a proof must be given to us.

Form G.23000-B1

DEFINITIONS OF CERTAIN TERMS USED HEREIN

"Actively at Work" or "Active Work" means that you are performing all of the material duties of your job with the Employer where these duties are normally carried out. If you were Actively at Work on your last scheduled working day, you will be deemed Actively at Work:

1. on a scheduled non-working day;
2. provided you are not disabled.

"Covered Person" means an Employee or a Dependent on whose account benefits are in effect under This Plan.

"Dependent" means your spouse or your unmarried child except for:

1. a person who is in the military or like forces of any country or of any subdivision of a country;
2. a person who is covered under This Plan as an Employee;
3. a person who lives outside the United States or Canada;
4. a child who:
 - a. is 19 years of age or older and who is employed on a full-time basis; or

- b. is 19 years of age or older and who is not a full-time student at an approved school, as determined by the Employer; or
- c. is 25 years of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a. that child is and remains unable to work in self-sustaining employment because of:
 - i. physical handicap; or
 - ii. mental retardation; and
- b. that child is and remains chiefly dependent upon you for support; and
- c. that child is and remains a Dependent, as defined, except for the age limit; and
- d. you give us proof, when we ask for it, that the child is and remains so unable to work and dependent upon you since the age limit. We will not ask for proof more than once a year. The proof must be satisfactory to us; and
- e. you make any payment which is required by the Employer.

Child includes:

- a. a child who is supported solely by you and permanently living in the home of which you are the head; and
- b. a child who is legally adopted; and
- c. a stepchild who lives in your home; and
- d. a child for whom benefits must be provided by court order, that we have been notified of (as set forth in a divorce decree).

No person may be covered as a Dependent of more than one Employee.

"Dependent Benefits" mean the benefits which are provided on account of a Dependent under This Plan.

"Doctor" means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

1. there is a law which applies to This Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and
2. the service performed by the practitioner is within the scope of his or her license.

"Employee" means a person who is employed and paid for services by the Employer on a full-time basis.

"Enrollment Form" means the form used by you to request:

1. Personal Benefits; and
2. Dependent Benefits;

which contains certain medical questions which the applicant must complete.

"Hospitalized" means that you or your Dependent has received:

1. inpatient care in a hospital; or
2. care in:
 - a. a hospice facility; or
 - b. an intermediate facility; or
 - c. a long term care facility; or
3. chemotherapy; or
4. radiation therapy; or
5. dialysis treatment.

"Normal Activities" means that your Dependent:

1. is not confined in a hospital; or
2. is not confined at home under the care of a Doctor for a sickness or injury; or
3. is not receiving and is not entitled to receive any disability income from any source due to any sickness or injury.

"Personal Benefits" mean the benefits which are provided on account of an Employee under This Plan.

"Qualifying Events" means a change in your family, employment or group coverage status which would affect your Benefits under This Plan due to one or more of the following:

1. marriage;
2. birth, adoption or placement for adoption of a dependent child;
3. divorce, legal separation or annulment;
4. death of a dependent;

"This Plan" means the Group Policy which is issued by us to provide Personal Benefits and Dependent Benefits.

"Total Disability" or "Totally Disabled" means that because of a sickness or an injury:

1. you can not do your job; and
2. you can not do any other job for which you are fit by your education, your training or your experience.

"We", "us" and "our" mean Metropolitan.

"Work Requirements" means that you have:

1. worked as an Employee at least 20 hours during the last 7 consecutive calendar days; and

2. worked at either your usual place of business or away from your usual place of business at your Employer's convenience.

"You" and "your" mean the Employee who is a Covered Person for Personal Benefits. They do not include a Dependent of the Employee.

Form G.23000-A

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

If you are an Employee on January 1, 2007, that is your Personal Benefits Eligibility Date.

If you become an Employee after January 1, 2007, your Personal Benefits Eligibility Date is the day after the date you complete 6 months of continuous service as an Employee of the Employer.

Dependent Benefits Eligibility Date

Your Dependent Benefits Eligibility Date is the later of your Personal Benefits Eligibility Date and the date you first acquire a Dependent.

Form G.23000-C

EFFECTIVE DATES OF PERSONAL BENEFITS

A. Making a Request for Benefits

1. Your Employer has established a flexible benefits plan. Under such a plan, you can choose the amount and types of benefits subject to the rules of the plan. Such rules include time frames during which you may make a request to be covered or to change your benefits under This Plan as set forth below. Such rules also establish a time frame for when changes in the amount of your benefits are made as a result of a change in your class or earnings. Your Employer can provide you with more information regarding the flexible benefits plan. In order to become covered for Personal Benefits under This Plan, you must make a written request to the Employer on the flexible benefits enrollment form furnished by the Employer.

In general, you can make choices for coverage for Personal Benefits:

- a. when you are first eligible for Personal Benefits; and
- b. when you have a Qualifying Event and want to make a change in your coverage for Personal Benefits to be more consistent with your new family status; and
- c. during the annual enrollment period as designated by the Employer and reported to you.

Requests to be covered for Personal Benefits may only be made:

- a. during the first and any subsequent annual enrollment period, as designated by the Employer and reported to you, following your Personal Benefits Eligibility Date; or
- b. during the thirty-one day period following your Personal Benefits Eligibility Date; or
- c. within thirty-one days of a Qualifying Event.

If you are already covered for Personal Benefits, requests for changes in Personal Benefits may only be made:

- a. during the annual enrollment period, as designated by the Employer and reported to you; or
 - b. within thirty-one days of a Qualifying Event, provided that the change in coverage is consistent with your new family status.
2. If you make a request to be covered for Personal Benefits within thirty-one days of your Personal Benefits Eligibility Date, your Personal Benefits will become effective on your Personal Benefits Eligibility Date, subject to the Work Requirements.
 3. If you make a request to be covered for Personal Benefits or a request for change(s) in Personal Benefits within thirty-one days of a Qualifying Event, your Personal Benefits or the change(s) in Personal Benefits will become effective on the first day of the month following the date of your request, subject to the Work Requirements, and provided that the change in coverage is consistent with your new family status.
 4. If you make a request to be covered for Personal Benefits during an annual enrollment period, but after:
 - a. your Personal Benefits Eligibility Date; or
 - b. electing no coverage at your initial eligibility date;

evidence of your good health must be given to us.

5. If during an annual enrollment period you make a request to change your Optional Life Benefits to an option of the Plan providing the next higher level of benefits, evidence of your good health is not required. The increased amount of Optional Life Benefits will become effective on the first day of the calendar year following the annual enrollment period, subject to the Active Work Requirement.
6. If you make a request, during an annual enrollment period, to increase your Life Benefits to an option of the Plan providing more than the next higher level of benefits, you must give us evidence of your good health at your expense. The increased amount of Life Benefits will become effective on the later of:
 - a. the first day of the calendar year following the annual enrollment period; and
 - b. the date we accept such evidence of good health as satisfactory;

Provided you are then actively at work and subject to the Work Requirements.

7. If you make a request, during an annual enrollment period, to decrease your Optional Life Benefits to an option of the Plan providing a lower level of benefits, the decreased amount of Optional Life Benefits will become effective on the first day of the calendar year following the annual enrollment period.

B. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Personal Benefits will become effective on the first day of the month following the date such evidence of good health is accepted by us as satisfactory, subject to the Work Requirements.

If the evidence of your good health is not accepted by us as satisfactory, you will not be covered for Personal Benefits.

C. Active Work Requirement

You must be Actively at Work in order for your Personal Benefits to become effective. If you are not Actively at Work on the date when your Personal Benefits would otherwise become effective, your Personal Benefits will become effective on the first day after you return to Active Work.

D. Reinstatement of Benefits

If your Personal Benefits end because you do not make a required contribution to their cost, you may make a request to reinstate them, subject to the foregoing provisions.

E. Work Requirements

You must satisfy the Work Requirements in order for your Personal Benefits to become effective. If you have not satisfied the Work Requirements on the date when your Personal Benefits would otherwise become effective, these benefits will become effective on the first day after you satisfy the Work Requirements.

Form G.23000-D1

EFFECTIVE DATES OF DEPENDENT BENEFITS

A. Making a Request for Benefits

1. In order to become insured for Dependent Benefits under This Plan, you must make a written request to the Employer on the flexible benefits enrollment form furnished by the Employer.

Requests to be insured for Dependent Benefits may only be made:

- a. during the thirty-one day period following your Dependent Benefits Eligibility Date; or
- b. during the first and any subsequent annual enrollment period, as designated by the Employer and reported to you, following your Dependent Benefits Eligibility Date; or
- c. within thirty-one days of a Qualifying Event, provided that the change in coverage is consistent with your new family status.

Requests for changes in your Dependent Benefits may only be made:

- a. during the annual enrollment period, as designated by the Employer and reported to you; or
 - b. within thirty-one days of a Qualifying Event, provided that the change in coverage is consistent with your new family status.
 2. If you make a request to be insured for Dependent Benefits within thirty-one days of your Dependent Benefits Eligibility Date, your Dependent Benefits will become effective, subject to the Additional Requirements, and, on the latest of:
 - a. your Dependent Benefits Eligibility Date; and
 - b. the effective date of your Personal Benefits; and
 - c. the date the information on the enrollment form related to such Dependent is accepted by us as satisfactory.
 3. If you make a request to be insured for Dependent Benefits or a request for change(s) in Dependent Benefits within thirty-one days of a Qualifying Event, your Dependent Benefits or the change(s) in the Dependent Benefits will become effective on the latest of:
 - a. the date of the Qualifying Event;
 - b. the effective date of your Personal Benefits; and
 - c. the date of your request;subject to the Additional Requirements, and provided that the change in coverage is consistent with your new family status.
 4. If you make a request to be covered for Dependent Benefits, during an annual enrollment period but after:
 - a. your Dependent Benefits Eligibility Date; or
 - b. electing no coverage at the initial eligibility date;evidence of the good health of each such Dependent must be given to us.
 5. If you make a request, during an annual enrollment period, to increase your Dependent Life Benefits to an option of the Plan providing the next higher level of benefits, evidence of your Dependent's good health is not required. The increased amount of Dependent Life Benefits will become effective on the first day of the calendar year following the annual enrollment period.
 6. If you make a request, during an annual enrollment period, to increase your Dependent Life Benefits to an option of the Plan providing more than the next higher level of benefits, you must give us evidence of the good health of each of your Dependents.
 7. If you make a request, during an annual enrollment period, to decrease your Dependent Life Benefits to an option of the Plan providing a lower level of benefits, the decreased amount of Dependent Life Benefits will become effective on the first day of the calendar year following the annual enrollment period.

B. Additional Requirements

If, on the date you would have become insured under This Plan for Life Benefits (On Account of Dependents), a Dependent:

1. has been Hospitalized in the last three months prior to the date you make a request for Dependent Benefits under This Plan;
2. is then Hospitalized; or
3. is not then able to perform Normal Activities;

then evidence of the good health of each such Dependent must be given to us.

C. Evidence of Good Health

The evidence of good health is to be given at your expense. Your Dependent Benefits will become effective for each such Dependent for whom evidence of good health must be given to us on the later of:

1. the date the evidence of the good health of such Dependent is accepted by us as satisfactory; and
2. the effective date of your Personal Benefits.

If the evidence of the good health of any person is not accepted by us as satisfactory, such person:

1. will be deemed not to be a Dependent for the purpose of Dependent Benefits; and
2. will not be covered for Dependent Benefits.

D. Reinstatement of Benefits

If your Dependent Benefits end because you do not make a required contribution to their cost, you may make a request to reinstate them, subject to the foregoing provisions.

E. New Dependents

If you are insured for Dependent Benefits and acquire a new Dependent, such event may be considered, subject to the provisions of the flexible benefits plan, as a Qualifying Event. The effective date of Dependent Benefits with respect to such person who becomes your Dependent would be determined in accordance with the foregoing provisions.

LIFE BENEFITS
(On Your Own Account)

A. Coverage

If you die while you are covered for Life Benefits, we will pay to the Beneficiary the amount of Life Benefits that is in effect on your life on the date of your death.

B. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments. Details on the payment options may be obtained from the Employer.

C. Suicide Provision (Applicable to Optional Life Benefits)

Optional Life Benefits will not be paid to the Beneficiary if you commit suicide, while sane or insane, within 2 years from the effective date of this certificate. Instead we will pay the Beneficiary an amount equal to any contributions paid, without interest.

If you commit suicide, while sane or insane, more than 2 years after the effective date of this certificate, but within 2 years from the effective date of any increase in the amount of your Optional Life Benefits, such increased amount will not be paid to the Beneficiary. Instead we will pay the Beneficiary:

1. an amount equal to all contributions paid for the increased amount, without interest; plus
2. an amount equal to the amount of Optional Life Benefits that was in effect on the day before the effective date of such increased amount.

**ACCELERATED BENEFITS
(On Your Own Account)**

A. Definitions

"Meet the Requirements" means:

1. your life span is drastically limited; and
2. you are expected to die within 6 months; and
3. you are not expected to recover.

These must be certified by a Doctor and accepted by us.

B. Coverage

We will pay Accelerated Benefits to you if:

1. you are less than 63 years old when you apply for Accelerated Benefits; and
2. you apply for Accelerated Benefits while your Life Benefits or Death Benefits are in effect; and
3. you Meet the Requirements while you are covered for Life Benefits or Death Benefits; and
4. you or your legal representative requests payment of Accelerated Benefits while your Life Benefits or Death Benefits are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce your Life Benefits or Death Benefits and the amount available for you to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

C. Proof

Accelerated Benefits will be payable when we receive proof that you Meet the Requirements.

Proof must be given to us. The proof must be in a form that is satisfactory to us. We have no duty to ask for any proof. Any delay in submitting proof will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At the time that such proof is given, we may have you examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

1. up to 50% of your Life Benefits or Death Benefits as shown in the SCHEDULE OF BENEFITS

REDUCED BY

a discount for the mortality and interest (*) for the actuarially determined life span, and

MINUS

an administrative charge; and

2. determined as of the date we accept certification that you Meet the Requirements; and
3. no more than \$250,000 for Basic Life Insurance and \$250,000 for Optional Life Insurance.

(*) The interest rate used shall be the Moody's Corporate Bond Yield Averages - Monthly Average Corporates - published by Moody's Investors Service, Inc., or any successor thereto for the calendar month ending two months before the date you apply for an Accelerated Benefit.

If your Life Benefits or Death Benefits are scheduled to reduce within six months of such certification date, we will, for the purpose of determining the amount of Accelerated Benefits, deem the amount of your Life Benefits or Death Benefits to have already been reduced on such certification date.

After payment of the Accelerated Benefits, the amount of your Life Benefits or Death Benefits will be:

1. the amount of Life Benefits or Death Benefits actually in effect on the certification date; less
2. the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the amount of your Life Benefits or Death Benefits will be reduced. The amount of such reduction will be determined by applying the percentage in accordance with the provisions of This Plan to the amount of your Life Benefits or Death Benefits actually in effect on the certification date.

After such scheduled reduction, the amount of your Life Benefits or Death Benefits will be the amount of your Life Benefits or Death Benefits actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Accelerated Benefits will be payable if you are living when payment is made.

For Texas Residents: Upon receipt of your claim form we will send you a Preadjudication letter containing specific information on the payment you requested. Such information will include the amount of payment which will be made to you and the amount of death benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

Accelerated Benefits will not be payable if:

1. you have assigned your Life Benefits (see Assignment provision under SCHEDULE SUPPLEMENT); or
2. we have been notified that all or a portion of your Life Benefits or Death Benefits are to be paid to your former spouse as part of a divorce agreement; or
3. you Meet the Requirements as a result of:
 - a. attempted suicide; or
 - b. injuring yourself on purpose; or
 - c. alcohol or drug abuse; or
 - d. a war, or a warlike action in time of peace; or
 - e. any event occurring while you are in violation of criminal law; or
4. the amount of your Life Benefits or Death Benefits is less than \$10,000.

Form G.23000-36

CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY

A. Coverage

If you cease to be Actively at Work as an Employee due to Total Disability, your Life Benefits may be continued for up to 12 months. For this to occur, your Employer must deem you to be Actively at Work and must continue to make premium payments for your Life Benefits. Your Life Benefits will end once you have ceased to be Actively at Work as an Employee due to Total Disability for 12 months. Death Benefits may be payable after your Life Benefits end in certain cases of Total Disability. We will pay Death Benefits to your Beneficiary if:

1. you become Totally Disabled before your Life Benefits end; and
2. your Total Disability starts for Basic Life Benefits while you are covered for such benefits and for Optional Life Benefits after you have been covered for such benefits for one year; and
3. you are less than 60 years old when you become Totally Disabled; and
4. you continue to be Totally Disabled after your Life Benefits end and until the date of your death; and
5. you die before you are 65 years old; and
6. the required proof is submitted to us.

However, no Death Benefits are payable if a death benefit is payable under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

B. Proof of Claim

The Death Benefits will be payable when we receive proof of your death if:

1. we have received proof of your Total Disability no later than 12 months after the date you ceased to be Actively at Work because of Total Disability. This proof must establish that your Total Disability had continued for at least nine months from the date you were last Actively at Work; and
2. you submit further proof, when we ask for it, that you continue to be Totally Disabled. We will not ask for such proof more than once a year; and
3. upon your death proof that Total Disability continued to the date of your death is given to us.

If you die within a year after your Life Benefits ended and before any proof has been given, then proof that your Total Disability continued to the date of your death must be given to us. This proof must be given within one year of your death.

All proofs must be given to us. The proofs must be in a form that is satisfactory to us. We have no duty to ask for any proof. If any proof is not given on time, the delay will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At any time that proof of your Total Disability is given, we may have you examined by Doctors of our choice, at our expense.

C. Amount

The amount of Death Benefits is the amount shown in the SCHEDULE OF BENEFITS.

D. Termination

Your Death Benefits will end on:

1. the date you are no longer Totally Disabled; or
2. the date you do not give us proof of Total Disability when required; or
3. the day before the date you become 65 years old.

E. One Payment Only

If we have issued a personal policy under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE, we will pay Death Benefits only if that policy is returned to us without any claim. In such case an amount equal to the premiums paid on the personal policy will be given to the Beneficiary.

Form G.23000-1B1-A

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in writing during the Application Period. The Application Period is the 31 day period after:

1. the date your Life Benefits end because your employment ends or because you are no longer in a class which remains eligible for Life Benefits; or
2. the date your Life Benefits end because This Plan ends, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
3. the date This Plan is changed to end the Life Benefits for your class, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
4. the date your Death Benefits end under CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY if you do not then again become eligible for Life Benefits under This Plan.

For New Hampshire residents. If you are not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On Your Own Life at least 15 days before the end of the Application Period, you will have additional time in which to apply. You will then have 15 days from the date you are given the notice in which to apply.

Proof that you are insurable is not required by us.

B. Conditions

The personal policy will be issued to you subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which you belong; and
 - b. your age on the effective date of the policy; and
 - c. the form and amount of the policy; and
4. if item A(1) applies to you, the amount of the policy will not be more than the amount of your Life Benefits on the date the Life Benefits end; and
5. if item A(2) or item A(3) applies to you, the amount of the policy will not be more than the lesser of:
 - a. the amount of your Life Benefits on the date the Life Benefits end, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Benefits end; and
 - b. \$5,000*.

*For New Hampshire residents this amount is \$10,000.

6. if item A(4) applies to you, the amount of the policy will not be more than the amount of your Death Benefits on the date the Life Benefits end.

C. If You Die During the Application Period

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item B(4) or B(5) or B(6) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

If you could have applied for a policy under item A(4) and you die within one year after your Life Benefits end, we must, within one year after your death, be given proof that:

1. your Total Disability had continued from the date your Life Benefits ended to within 31 days of the date of your death; and
2. your death occurred during the Application Period which applies to item A(4).

Form G.23000-1A

**LIFE BENEFITS
(On Account of Dependents)**

A. Coverage

If a Dependent dies while Life Benefits are in effect for that Dependent, we will pay the amount of Life Benefits that is in effect for that Dependent on the date of that Dependent's death.

B. Payment of Benefits

The benefits will be paid to you if you survive the Dependent. The benefits will be paid to your estate if:

1. that Dependent dies at the same time your death occurs; or
2. that Dependent dies within 24 hours of your death.

In any other instance the benefits will be paid at our option to one or more of the following persons who are related to that Dependent and who survive that Dependent:

- a. parent;
- b. child;
- c. brother and sister.

If there is no surviving relative, the amount will be payable to the Dependent's estate.

Any payment will discharge our liability for the amount so paid.

C. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments instead of one sum. Details on the payment options may be obtained from the Employer.

D. Suicide

Life Benefits (On Account of Dependents) will not be paid if a Dependent commits suicide, while sane or insane, within 2 years from the effective date of this certificate. Instead we will pay an amount equal to any contributions paid, without interest, as set forth in Section B, Payment of Benefits.

If a Dependent commits suicide, while sane or insane, more than 2 years after the effective date of this certificate, but within 2 years from the effective date of any increase in the amount of Life Benefits (On Account of Dependents), such increased amount will not be paid. Instead we will pay:

- a. an amount equal to all contributions paid for the increased amount, without interest, plus
- b. an amount equal to the amount of Life Benefits (On Account of Dependents) that was in effect on the day before the effective date of such increased amount,

as set forth in Section B, Payment of Benefits.

Form G.23000-7C

ACCELERATED BENEFITS (On Account Of Your Dependent Spouse)

A. Definitions

"Meets the Requirements" means:

1. your Dependent spouse's life span is drastically limited; and
2. your Dependent spouse is expected to die within 6 months; and
3. your Dependent spouse is not expected to recover.

These must be certified by a Doctor and accepted by us.

B. Coverage

We will pay Accelerated Benefits to you if:

1. you apply for Accelerated Benefits while LIFE BENEFITS (On Account of Dependents) on account of your spouse are in effect; and
2. your Dependent spouse Meets the Requirements while you are covered for LIFE BENEFITS (On Account of Dependents) on account of your spouse; and
3. you request payment of Accelerated Benefits while LIFE BENEFITS (On Account of Dependents) on account of your spouse are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce the amount of LIFE BENEFITS (On Account of Dependents) on account of your spouse and the amount available for your Dependent spouse to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE LIFE OF A DEPENDENT.

C. Proof

Accelerated Benefits will be payable when we receive proof that your Dependent spouse Meets the Requirements.

Proof must be given to us. The proof must be in a form that is satisfactory to us. We have no duty to ask for any proof. Any delay in submitting proof will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At the time that such proof is given, we may have your Dependent spouse examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

1. up to 50% of your LIFE BENEFITS (On Account of Dependents) on account of your spouse as shown in the SCHEDULE OF BENEFITS

REDUCED BY

a discount for the mortality and interest (*) for the actuarially determined life span, and

MINUS

an administrative charge; and

2. determined as of the date we accept certification that your Dependent spouse Meets the Requirements; and
3. no more than \$250,000.

(*) The interest rate used shall be the Moody's Corporate Bond Yield Averages - Monthly Average Corporates - published by Moody's Investors Service, Inc., or any successor thereto for the calendar month ending two months before the date you apply for an Accelerated Benefit.

If the LIFE BENEFITS (On Account of Dependents) on account of your spouse are scheduled to reduce within six months of such certification date, we will, for the purpose of determining the amount of Accelerated Benefits, deem the amount of the LIFE BENEFITS (On Account of Dependents) on account of your spouse to have already been reduced on such certification date.

After payment of the Accelerated Benefits, the amount of the LIFE BENEFITS (On Account of Dependents) on account of your spouse will be:

1. the amount of LIFE BENEFITS (On Account of Dependents) on account of your spouse actually in effect on the certification date; less
2. the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the amount of LIFE BENEFITS (On Account of Dependents) on account of your spouse will be reduced. The amount of such reduction will be determined by applying the percentage in accordance with the provisions of This Plan to the amount of the LIFE BENEFITS (On Account of Dependents) on account of your spouse actually in effect on the certification date.

After such scheduled reduction, the amount of the LIFE BENEFITS (On Account of Dependents) on account of your spouse will be the amount of the LIFE BENEFITS (On Account of Dependents) on account of your spouse actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Accelerated Benefits will be payable if you are living when payment is made.

For Texas Residents: Upon receipt of your claim form we will send you a Preadjudication letter containing specific information on the payment you requested. Such information will include the amount of payment which will be made and the amount of Dependent Life Benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

Accelerated Benefits will not be payable if:

1. your Dependent spouse Meets the Requirements as a result of:
 - a. attempted suicide; or
 - b. injuring oneself on purpose; or
 - c. alcohol or drug abuse; or
 - d. a war, or a warlike action in time of peace; or
 - e. any event occurring while you are in violation of criminal law; or
2. the amount of LIFE BENEFITS (On Account of Dependents) on account of you spouse is less than \$10,000.

Form G.23000-36A

**RIGHT TO OBTAIN A PERSONAL POLICY
OF LIFE INSURANCE ON THE LIFE
OF A DEPENDENT**

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to a Dependent if that Dependent applies for it in writing during the Application Period. The Application Period is the 31 day period after the date the Life Benefits on that Dependent end because:

1. your employment ends or you are no longer in a class which remains eligible for Dependent Life Benefits; or
2. This Plan ends, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
3. This Plan is changed to end the Dependent Life Benefits for your class, but only if the Life Benefits on that Dependent had been in effect under This Plan for at least 5 years; or
4. you die; or
5. the Dependent no longer qualifies as a Dependent as defined in DEFINITIONS OF CERTAIN TERMS USED HEREIN.

For New Hampshire residents. If the Dependent is not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On The Life of A Dependent at least 15 days before the end of the Application Period, that Dependent will have additional time in which to apply. The Dependent will then have 15 days from the date the Dependent is given the notice in which to apply.

Proof that the Dependent is insurable is not required by us.

B. Conditions

The personal policy will be issued to the Dependent subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which the Dependent belongs; and
 - b. the Dependent's age on the effective date of the policy; and
 - c. the form and the amount of the policy; and

4. if item A(2) or A(3) applies to the Dependent, the amount of the policy will not be more than the lesser of:
 - a. the amount of Life Benefits on that Dependent on the date the Life Benefits end, less any amount of life insurance on the life of that Dependent for which you or the Dependent may be eligible under any group policy which takes effect within 31 days after the Life Benefits on that Dependent end; and
 - b. \$5,000*; and

*For New Hampshire residents this amount is \$10,000.

5. if an item in paragraph A, other than item A(2) or A(3), applies to the Dependent, the amount of the policy will not be more than the amount of Life Benefits on that Dependent on the date the Life Benefits end.

C. If the Dependent Dies During the Application Period

If the Dependent dies during the Application Period, we will pay a death benefit. The payment of the death benefit will be in the same manner as if the Life Benefits on that Dependent had been in effect on the date of that Dependent's death. The amount of the death benefit will be the highest amount of life insurance, pursuant to item B(4) or B(5) for which a personal policy could have been issued. This death benefit will be paid even if the Dependent did not apply for a personal policy.

Form G.23000-7A

BENEFICIARY

A. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with the Employer. You do not need the consent of the Beneficiary to make a change. When the Employer receives a form changing the Beneficiary, the change will take effect as of the date you signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by the Employer.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan.

B. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

C. Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

D. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

1. spouse;
2. child;
3. parent;
4. brother and sister.

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge our liability for the amount so paid.

Form G.23000-G

WHEN BENEFITS END

- A. All of your benefits will end on the date your employment ends. Your employment ends when you cease Active Work as an Employee. However, for the purpose of benefits, the Employer may deem your employment to continue for certain absences. See **CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE**.
- B. If This Plan ends in whole or in part, your benefits which are affected will end.
- C. Your Dependent Life Benefits will end on the earliest of:
 1. with respect to your Dependent spouse, the date such Dependent spouse attains age 70; or
 2. the date that the Dependent ceases to be your Dependent; or
 3. the date you retire, as determined by the Employer; or
 4. the date of your death.
- D. If a Covered Person does not make a payment which is required by the Employer to the cost of any benefits, those benefits will end; they will end on the last day of the period for which a payment required by the Employer was made.

The end of any type of benefits on account of a Covered Person will not affect a claim which is incurred before those benefits ended.

PORTABILITY

For purposes of this subsection, the term "Portability Eligible Insurance for you" refers to Optional Life Insurance.

You may request in writing during the Request Period specified below to continue Portability Eligible Insurance for you under another group policy if such insurance ends because:

- your employment ends; or
- you cease to be in a class that is eligible for such insurance.

If a request is made under this subsection, we will issue a new certificate of insurance which will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under the Group Policy.

A request for portability may be made, if on the date of the request, the following requirements are met:

- the Group Policy is in effect;
- We have not received notice from the Employer of its intent to end the Group Policy;
- no application has been made to convert the insurance that is to be continued to an individual policy of life insurance as provided in the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE; and
- The person making the request resides in a jurisdiction that permits portability.

Request Period

To continue Portability Eligible Insurance for you under a different group policy, we must receive a completed request form within the Request Period described below.

If written notice of the option to continue Portability Eligible Insurance for you is given within 15 days before or after the date such insurance ends, the Request Period begins on the date the insurance ends and expires 31 days after such date.

If written notice of the option to continue Portability Eligible Insurance for you is given more than 15 days after but within 90 days of the date such insurance ends, the Request Period begins on the date the insurance ends and expires 45 days after the date of the notice.

If written notice of the option to continue Portability Eligible Insurance for you is not given within 90 days after the date such insurance ends, the Request Period begins on the date the insurance ends and expires at the end of such 90 day period.

Amount of the New Certificate

The maximum amount of Optional Life Insurance which may be continued is the lesser of:

- The total amount of all such insurance for you in effect immediately prior to the date it ends; and
- **\$1,000,000.**

Right to Convert Life Insurance Amounts Not Continued

Any amount of Life Insurance not continued under this subsection may be converted under the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

Premiums for the New Certificate

When a request to continue Portability Eligible Insurance for you is made under this subsection, the first premium must be paid during the Request Period. All premium payments must be made directly to us. When we issue the new certificate, we will also provide a schedule of premiums and payment instructions.

If You Die Within 31 Days of the Date Your Life Insurance Ends

If you die within 31 days of the date your life insurance ends and we have not received an application for a new certificate under this section, we will pay Life Insurance in accordance with the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE. If an application for a new certificate was received by us during such time period, we will only pay benefits for the Portability Eligible Insurance for which you applied for in accordance with this subsection.

If You are Totally Disabled on the Date Your Employment Ends.

If you are Totally Disabled on the date your employment ends and you elect to continue Portability Eligible Insurance for you as provided in this subsection, you may at a later date become approved for the continuation of such insurance under the section entitled CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY. If you are so approved, any insurance described in, applied for, or issued under this subsection will end and we will return any premium paid by you for such insurance.

OPTION TO CONVERT

In addition to the continuation of insurance option described above, you may have the right to convert to a policy of individual life insurance. We urge you to read the section entitled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

Form G.23000-F

CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE

If you are not Actively at Work as an Employee because of a situation set forth below, the Employer may deem you to be in Active Work as an Employee only for the purpose of continuing your employment and only for the periods specified below in order that certain of your benefits under This Plan may be continued.

All such benefits will be subject to prior cessation as set forth in WHEN BENEFITS END.

In any case, the benefits will end on:

1. the date the Employer notifies us that your benefits are not to be continued; or
2. the end of the last period for which the Employer has paid premiums to us for your benefits.

Your Sickness or Injury, Your Leave of Absence, Your Lay Off

With respect to all Personal Benefits and all Dependent Benefits, the period determined in accordance with the Employer's general practice for an Employee in your job class. However, the period will not be longer than two months following the date the leave of absence or layoff begins.

However, in the event the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA), the period cannot be longer than 12 weeks in any 12 month period following the date the leave of absence begins.

Your Retirement

With respect to all Personal Benefits on and after the date of your retirement, for the period determined in accordance with the Employer's general practices for an Employee in your job class.

Form G.23000-L

NOTICES

This certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the certificate is kept.

As soon as your benefits end, you should consult your Employer to find out what rights, if any, you may have to continue your protection.

Our Home Office is located at One Madison Avenue, New York, New York 10010.

Form G.23000-E

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

CLAIMS INFORMATION

Procedures for Presenting Claims for Life Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from the Employer who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, your beneficiary in filing claims.

Life 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

In submitting claims for Life benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required proof as described in the certificate.

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

Initial Determination

After MetLife receives your claim for Benefits, 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 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

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. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

Appealing the Initial Determination

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

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, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

**Discretionary Authority of Plan Administrator
and Other Plan Fiduciaries**

In carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

★ ★ ★ ★

FUTURE OF THE PLAN

It is hoped that the Plan will be continued indefinitely, but Milwaukee County reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

The Board of Directors of Milwaukee County shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.



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

CERTIFICATE RIDER

Group Policy No.: 104177-G
Policyholder: Milwaukee County
Effective Date: January 1, 2011

The certificate is changed as follows:

Applicable to Life Benefits certificate

1. In the **SCHEDULE OF BENEFITS**, replace **BENEFITS (EMPLOYEES ONLY)**, with the following:

<u>"BENEFITS (EMPLOYEE ONLY)</u>	<u>AMOUNT</u>
BASIC LIFE	An amount equal to 1 times your basic annual earnings, as determined by your Employer, rounded to the next higher \$1,000
OPTIONAL LIFE:	
Less than \$100,000	Multiples of \$10,000
\$100,000 to \$200,000	Multiples of \$25,000

NOTE:

If Your amount of Optional Life Benefits in effect on January 1, 2011 is not a multiple of \$10,000, such amount will be increased to the next higher \$10,000.

**Total Combined Maximum Benefit
of Basic and Optional Life Benefits..... \$1,000,000**

See pages hereof entitled ACCELERATED BENEFITS (ON YOUR OWN ACCOUNT).

You may request payment of an Accelerated Benefit from your Basic or Optional Life Benefits or from both. If you elect payment from both your Basic and Optional Life Benefits, the Accelerated Benefits payment will be determined in accordance with the pages hereof entitled ACCELERATED BENEFITS (On Your Own Account), but not more than \$250,000 will be payable for Basic Life and not more than \$250,000 for Optional Life."

2. In the **SCHEDULE OF BENEFITS**, delete the following from **IF YOU ARE AGE 65 OR OLDER**:

“The amounts of your Optional Life Benefits on or after age 65 will be determined in accordance with the following chart:

Optional Life Amount	Age 60 but under Age 65	Age 65 but under Age 70	Age 70 but under Age 75	Age 75 but under Age 80	Age 80 and over
5000	3300	2100	1400	900	600
7000	4600	3000	2000	1300	900
9000	5900	3800	2500	1700	1100
11000	7200	4700	3000	2000	1300
13000	8500	5500	3600	2400	1600
15000	9800	6300	4100	2700	1800
17000	11100	7200	4600	3100	2100
19000	12400	8000	5200	3500	2300
20000	13000	8400	5400	3600	2400
25000	16300	10500	6800	4500	3000
30000	19500	12600	8100	5400	3600
35000	22800	14700	9500	6300	4200
40000	26000	16800	10800	7200	4800
45000	29300	18900	12200	8100	5400
50000	32500	21000	13500	9000	6000
60000	39000	25200	16200	10800	7200
70000	45500	29400	18900	12600	8400
80000	52000	33600	21600	14400	9600
90000	58500	37800	24300	16200	10800
100000	65000	42000	27000	18000	15000
125000	81300	52500	33800	22500	15000
150000	97500	63000	40500	27000	18000
175000	113800	73500	47300	31500	21000
200000	130000	84000	54000	36000	24000”

This rider is to be attached to and made part of the certificate.