

# **NRECA Directors AD&D Only Insurance Plan**

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SUMMARY PLAN DESCRIPTION  
(BENEFITS BOOKLET)

ASSOCIATED ELECTRIC CO-OP  
01-26073-001

EFFECTIVE DATE: January 1, 2021



## Introduction

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### Summary Plan Description

This summary plan description (SPD), also known as the *Benefits Booklet*, describes the benefits provided to Participants by the National Rural Electric Cooperative Association (NRECA) Director's Accidental Death & Dismemberment Only Insurance (the Plan).

### Your Responsibilities

You are responsible for reading the SPD and related Plan materials distributed by NRECA or by your Employer such as, premium contribution notices, summary of material modifications, and employer benefits eligibility rules, completely and complying with the rules and Plan provisions described herein. The provisions applicable to the specific benefit options under this benefit Plan determine what services and supplies are eligible for benefits; however, you and your provider are ultimately responsible for determining what services you will receive.

While reading this SPD be aware that:

- The Plan is provided as a benefit to persons who are eligible to participate, as defined in the *Eligibility and Participation Information* chapter. Plan participation is not a guarantee or contract of employment with NRECA or with member cooperatives. Plan benefits depend on continued eligibility; and
- Frequently used and Plan-specific terms are capitalized and defined in *Appendix A: Key Terms*.

In case of a conflict between this SPD (or any information provided) and the official Plan document, the official Plan document governs.

### Fraud Warning Statement

**For California Residents:** Review this summary plan description carefully. If you are age 65 or older on your effective date, under California law (Cal. Ins. Code §786 effective July 1, 2015) you may return this summary plan description to your cooperative's benefits administrator within 30 days of the date you receive it and he or she will refund any premium you paid. In this case, the summary plan description will be considered to never have been issued. If you are age 60 or older and paid more than one month's premium at enrollment, you will receive a prorated premium refund if you cancel within 30 days.

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## Plan Information

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### Plan Name

The NRECA Director's Accidental Death & Dismemberment Only Insurance Plan, which is a component Plan of the NRECA Group Benefits Program.

Plan Number: 501  
Plan Type: Director's Accidental Death & Dismemberment Only Insurance  
Year End: December 31  
Plan Effective Date: January 1, 2021

### Underwritten By

Metropolitan Life Insurance Company  
501 U.S. Highway 22  
P.O. Box 6891  
Bridgewater, NJ 08807

### Plan Administration

Except where pre-empted by ERISA or other U.S. laws, the Plan's validity and any other provisions will be determined under the laws of the Commonwealth of Virginia. The Plan administration type is sponsor administration. Plan records are kept on a calendar-year basis.

### Named Fiduciary

The named fiduciary of the NRECA Group Benefits Program (Program) is the Insurance and Financial Services Committee (I&FS Committee) of the NRECA Board of Directors (Board), whose members are appointed by the president of the Board from members of the Board. The I&FS Committee has both the central fiduciary responsibility for the Program, and is vested with the discretion to select providers for the Program, including the Plan Administrator, investment managers, and trustee. It is charged with management of the Program and the NRECA Group Benefits Trust. The I&FS Committee delegates authority to various entities and individuals to carry out required plan operations and then actively monitors its delegates to help ensure compliance with complex federal laws and regulations governing employee benefit plans.

### Plan Sponsor

National Rural Electric Cooperative Association  
4301 Wilson Boulevard, Mailstop IFS7-355  
Arlington, VA 22203-1860  
Plan Sponsor Employer Identification Number: 53-0116145

### Plan Administrator

Senior Vice-President, Insurance and Financial Services  
National Rural Electric Cooperative Association  
4301 Wilson Boulevard, Mailstop IFS7-355  
Arlington, VA 22203-1860  
703.907.5500

The Insurance and Financial Services department of the National Rural Electric Cooperative Association (NRECA) performs the general administrative duties. The names of persons who have the decision-making responsibilities are on file at the NRECA Insurance and Financial Services department.

In addition to the Senior Vice-President of the Insurance and Financial Services department, the person listed below has certain administration responsibilities for your Employer:

Benefits Administrator  
ASSOCIATED ELECTRIC CO-OP  
2814 S Golden Ave  
PO BOX 754  
SPRINGFIELD, MO 65801

### **Agent for Service of Legal Process**

Senior Vice-President, Insurance and Financial Services  
National Rural Electric Cooperative Association  
4301 Wilson Boulevard, Mailstop IFS7-355  
Arlington, VA 22203-1860

The agent for service of process receives all legal notices on behalf of the Plan Sponsor regarding claims or suits filed with respect to the Plans.

In addition to the agent for service of legal process, service may also be made upon the Plan Trustee.

### **Plan Trustee**

State Street Bank and Trust Company  
1200 Crown Colony Drive, 5<sup>th</sup> Floor  
Quincy, MA 02169

### **Claim Adjudicator**

Metropolitan Life Insurance Company  
Group Life Claims  
P.O. Box 6100  
Scranton, PA 18505-6100

## Chapter 1: Contact Information

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For Information About	Contact
<b>Claims for benefits</b>	<b>MetLife</b> Group Life Claims P.O. Box 6100 Scranton, PA 18505 800.638.6420
<ul style="list-style-type: none"><li>• <b>Eligibility</b></li><li>• <b>Enrollment</b></li><li>• <b>When coverage begins or ends</b></li><li>• <b>Cost of coverage</b></li><li>• <b>General questions</b></li><li>• <b>Changing your Beneficiary</b></li></ul>	<b>Benefits Administrator</b> ASSOCIATED ELECTRIC CO-OP 2814 S Golden Ave PO BOX 754 SPRINGFIELD, MO 65801
<b>Eligibility appeals</b>	<b>NRECA Appeals Administrator</b> Attn: Senior Life Insurance Product Advisor 4301 Wilson Boulevard, Mailstop IFS7-333 Arlington, VA 22203
<b>Voluntary final appeals</b>	<b>NRECA Appeals Committee</b> Attn: Senior Vice-President, Insurance and Financial Services 4301 Wilson Boulevard, Mailstop IFS7-333 Arlington, VA 22203

## Chapter 2: Directors AD&D Only Plan Highlights

This chapter is a summary of the benefits provided under the Directors Accidental Death and Dismemberment (AD&D) Only Insurance Plan. For a full description of all Plan benefits and exclusions, see the *AD&D Insurance Benefits* chapter.

You and your Family will be insured only for the benefits:

- For which you and your Family become and remain eligible;
- That you elect, if subject to election; and
- That are in effect.

### Directors AD&D Only Insurance Benefit Highlights

Benefit Level	Coverage	Who Pays
\$10,000	Not available at your Employer	N/A
\$20,000	Not available at your Employer	N/A
\$30,000	AD&D benefit equal to \$30,000	Employer
\$40,000	AD&D benefit equal to \$40,000	Director
\$50,000	AD&D benefit equal to \$50,000	Director
\$60,000	AD&D benefit equal to \$60,000	Director
\$70,000	AD&D benefit equal to \$70,000	Director
\$80,000	AD&D benefit equal to \$80,000	Director
\$90,000	AD&D benefit equal to \$90,000	Director
\$100,000	AD&D benefit equal to \$100,000	Director



## Family AD&D Only Insurance Benefit Highlights

Benefit Level	Coverage	Who Pays
<b>Spouse Only</b>	An amount equal to 50% of your AD&D Insurance	Director
<b>Spouse and Child(ren)</b>	An amount equal to: (a) 40% for your Spouse, and (b) 10% for each Child, of your AD&D Insurance	
<b>Child(ren) Only</b>	An amount equal to 15% of your AD&D Insurance for each Child	

### Additional Features for Your Family

<b>Common Disaster Benefit</b>	Yes (your Spouse must be a covered dependent in the Family option of AD&D coverage in order to be eligible for this benefit)
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For details about these Additional Features provided For Your Family see the section in the *AD&D Insurance Benefits* chapter titled *Additional Features Provided by AD&D Insurance*.

### Schedule of Covered Losses for Directors AD&D Insurance

All amounts listed are percentages of the full Directors AD&D Insurance coverage amount.

Event	Coverage
<b>Loss of life</b>	100%
<b>Loss of a hand</b> permanently severed at or above the wrist but below the elbow	50%
<b>Loss of a foot</b> permanently severed at or above the ankle but below the knee	50%
<b>Loss of an arm</b> permanently severed at or above the elbow	75%
<b>Loss of a leg permanently</b> severed at or above the knee	75%
<b>Loss of sight in one eye</b> This means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.	50%
<b>Loss of any combination of hand, foot, or sight of one eye, as defined above</b>	100%

Event	Coverage
<p><b>Loss of the thumb and index finger of the same hand</b></p> <p>This means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.</p>	25%
<p><b>Loss of speech and loss of hearing</b></p> <p>This means the entire and irrecoverable loss of speech that continues for six consecutive months following the accidental injury and means the entire and irrecoverable loss of hearing in both ears that continues for six consecutive months following the accidental injury.</p>	100%
<p><b>Loss of speech or loss of hearing</b></p> <p>This means the entire and irrecoverable loss of speech that continues for six consecutive months following the accidental injury and means the entire or irrecoverable loss of hearing in both ears that continues for six consecutive months following the accidental injury.</p>	50%
<p><b>Paralysis<sup>1</sup> of both arms and both legs</b></p>	100%
<p><b>Paralysis<sup>1</sup> of both arms or both legs</b></p>	50%
<p><b>Paralysis<sup>1</sup> of the arm and leg on either side of the body</b></p>	50%
<p><b>Paralysis<sup>1</sup> of one arm or leg</b></p>	25%
<p><b>Brain Damage</b></p> <p>This means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 calendar days of the accidental injury, require a hospitalization of at least five days, and persist for 12 consecutive months after the date of the accidental injury.</p>	100%
<p><b>Coma</b></p> <p>This means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 calendar days of the accidental injury and continue for seven consecutive days.</p>	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months
<p><i><sup>1</sup>Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete, and irreversible.</i></p>	

## Additional Directors AD&D Insurance Coverage Features

All amounts listed are percentages of the full Directors AD&D Insurance coverage amount.

<b>Benefit<sup>2</sup></b>	<b>Amount</b>	<b>Benefit Minimum</b>	<b>Benefit Maximum</b>
<b>Seat Belt Use</b>	10% of Full Amount	\$1,000	\$25,000
<b>Air Bag Use</b>	5% of Full Amount	\$1,000	\$10,000
<b>Child Care</b>	Annual charges up to \$5,000 per year for Children under age 12	\$1,000	12% of Full Amount (overall maximum)
<b>Child Education</b>	Annual charges up to \$10,000 per year for up to four years	\$1,000	20% of the Full Amount (overall maximum)
<b>Spouse Education</b>	Annual charge up to \$5,000 for one academic year	\$1,000	3% of the Full Amount (overall maximum)
<b>Common Carrier</b>	100% of the Full Amount	N/A	N/A
<b>Rehabilitative Physical Therapy</b>	Actual charges for up to 10% of the Full Amount	N/A	\$25,000
<b>Hospital Confinement</b>	1% of Full Amount	N/A	\$2,500

<sup>2</sup>Specific requirements for these additional benefits are described in the Additional AD&D Insurance Features section of the AD&D Insurance Benefits chapter.

## Reduction in Insurance at Age 70

If you experienced a reduction in Directors AD&D benefits prior to January 1, 2018, that reduced amount will remain in force with no future reductions. If you reach age 70 on or after January 1, 2018, you will not experience an age reduction for your Directors AD&D benefits.

## Chapter 3: Eligibility and Participation Information

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### Eligibility to Participate

There is no Statement of Health required for AD&D coverage.

#### Eligible Class(es)

You may be eligible to participate in the Plan if you are a:

- Director, during your term at a participating cooperative;
- Director Emeritus (up to three may be covered by your Plan); or
- Retained Attorney (one may be covered by your Plan).

**Note:** Eligibility is based on whether your Employer elects to cover an Eligible Class.

#### Excluded Class(es)

The following Classes are excluded from coverage under this Plan:

This Plan does not have any excluded job classifications, positions, or titles.

#### Date You Are Eligible For Insurance

You may become eligible for only the insurance available for your eligible class, as described in the *Eligibility to Participate* section above.

You will be eligible for insurance described in this SPD on the later of:

- Your Employer's effective date; or
- The date you enter an eligible class.

### Cost of Coverage

See your benefits administrator for specific information about the amount the Employer will pay toward your coverage and the cost you must pay if you elect the available coverage.

### Enrollment Process

If you contribute to any portion of the premium for coverage, you may enroll in insurance coverage by enrolling in benefits with your Employer using their enrollment process or completing and returning the *NRECA Employee Worksheet* form to your benefits administrator within **31 calendar days** of becoming a Director. The form is available from your benefits administrator.

### Date Your Insurance Ends

Your insurance will end on the earliest of:

- The date the Plan ends;
- The date insurance ends for Directors;
- The end of the period for which the last premium has been paid for you (or by you); or
- The date your Directorship ends.

See the *Porting or Converting Coverage* chapter for information about the option to continue your insurance with an individual insurance policy if your insurance ends.

## **Date Your Insurance for Your Spouse and Child Ends**

A Spouse's or Child's insurance will end on the earliest of:

- For Spouse and Child Family AD&D Insurance, the date the AD&D Insurance ends;
- The date you die;
- The date the Plan ends;
- The date Plan insurance for your Spouse and Child ends;
- The date insurance for your Spouse and Child ends for your class;
- The date the person ceases to be a Spouse or Child;
- The end of the period for which the last premium has been paid for the Spouse and Child; or
- The date your Directorship ends.

See the *Porting or Converting Coverage* chapter for information about the option to continue to an individual policy of life insurance if insurance for a Spouse or Child ends.

## **For Mentally or Physically Handicapped Children**

Insurance for a Child may be continued past the age limit if the Child is incapable of self-sustaining employment because of a mental or physical handicap. Proof of such handicap must be provided through the *completion, and approval, of the NRECA Statement of Dependency (SOD)* form. The SOD form is required prior to the employee claiming an incapacitated dependent adult child for coverage for the initial enrollment request as well as annually during the annual enrollment process.

Subject to the section titled *Date Your Insurance for Your Spouse and Child Ends*, insurance will continue while such Child:

- Remains incapable of self-sustaining employment because of a mental or physical handicap;
- The SOD form is completed and approved when required; and
- Continues to qualify as a Child, except for the age limit.

## Chapter 4: AD&D Insurance Benefits

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If you, a Spouse or a Child sustain an accidental injury that is the Direct and Sole Cause of a covered loss described in the *Directors AD&D Only Plan Highlights* chapter, Proof of the accidental injury and covered loss must be sent to MetLife. When MetLife receives such Proof, it will review the claim and, if MetLife approves it, it will pay the insurance in effect on the date of the injury.

**Direct and Sole Cause** means that the covered loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

MetLife will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

### Presumption of Death

You (or your Spouse or Child) will be presumed to have died as a result of an accidental injury if:

- The aircraft or other vehicle in which you, your Spouse, or your Child were traveling disappears, sinks, or is wrecked; and
- The body of the person who disappeared is not found within **one** year of:
  - The date the aircraft or other vehicle was scheduled to have arrived at its destination, if the person was traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - The date the person is reported missing to the authorities, if that person was traveling in any other aircraft or vehicle.

### Additional AD&D Insurance Features

The features set forth in this section apply to all AD&D Insurance described in this SPD, except as otherwise provided in specific sections.

#### Seat Belt Use Benefit

If you die as a result of an accidental injury, MetLife will pay this additional Seat Belt use benefit if:

- MetLife pays an AD&D Insurance benefit for loss of life;
- This AD&D Insurance benefit is in effect on the date of the injury; and
- MetLife receives Proof that the deceased person:
  - Was in an accident while driving or riding as a passenger in a Passenger Car;
  - Was wearing a Seat Belt that was properly fastened at the time of the accident; and
  - Died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to MetLife with the claim for benefits.

#### Benefit Amount

The Seat Belt use benefit is an additional benefit equal to 10% of your Full Amount of AD&D Insurance (see the *Additional Directors AD&D Insurance Coverage Features* table in the

*Directors AD&D Only Plan Highlights* chapter). However, MetLife will not pay less than \$1,000 or more than \$25,000 for the Seat Belt use benefit.

### **Benefit Payment**

For the loss of your life, MetLife will pay benefits to your Beneficiary. For the loss of a Spouse's or Child's life, MetLife will pay benefits to you.

### **Air Bag Use Benefit**

If you, your Spouse, or a Child die(s) as a result of an accidental injury, MetLife will pay this additional benefit if:

- MetLife pays an AD&D Insurance benefit for loss of life;
- This benefit is in effect on the date of the injury; and
- MetLife receives Proof that the deceased person:
  - Was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
  - Was riding in a seat protected by an Air Bag;
  - Was wearing a Seat Belt that was properly fastened at the time of the accident; and
  - Died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to MetLife with the claim for benefits.

### **Benefit Amount**

The Air Bag use benefit is an additional benefit equal to 5% of the Full Amount of AD&D Insurance benefits shown in the *Directors AD&D Only Plan Highlights* chapter. However, the amount MetLife will pay for this benefit will not be less than \$1,000 or more than \$10,000.

### **Benefit Payment**

For loss of your life, MetLife will pay benefits to your Beneficiary. For the loss of a Spouse's or Child's life, MetLife will pay benefits to you.

### **Child Care Benefit**

If you die as a result of an accidental injury, MetLife will pay this additional Child Care benefit if:

- MetLife pays AD&D Insurance for the loss of your life;
- This benefit is in effect on the date of the injury; and
- MetLife receives Proof that:
  - On the date of your death, your Child was enrolled in a Child Care Center; or
  - Within 12 months after the date of your death, your Child was enrolled in a Child Care Center.

### **Benefit Amount**

For each Child who qualifies for this benefit, MetLife will pay an amount equal to the Child Care Center charges incurred for a period of up to four consecutive years, not to exceed:

- An annual maximum of \$5,000; and
- An overall maximum of 12% of the Full Amount of AD&D Insurance benefits shown in the *Directors AD&D Only Plan Highlights* chapter.

MetLife will not pay for Child Care Center charges incurred after the date a Child attains age 12. MetLife may require Proof of the Child's continued enrollment in a Child Care Center during the period for which a benefit is claimed.

### **Benefit Payment**

MetLife will pay this benefit quarterly when MetLife receives Proof that Child Care Center charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date you die and there is no Child who could qualify for it, MetLife will pay \$1,000 to your Beneficiary in one sum.

### **Child Education Benefit**

If you die as a result of an accidental injury, MetLife will pay this additional Child education benefit if:

- MetLife pays an AD&D Insurance benefit for the loss of your life;
- This benefit is in effect on the date of the injury; and
- MetLife receives Proof that, on the date of your death, your Child was:
  - Enrolled as a Full-time student in an accredited college, university, or vocational school above the 12<sup>th</sup> grade level; or
  - At the 12<sup>th</sup> grade level and, within one year after the date of your death, enrolled as a Full-time student in an accredited college, university, or vocational school.

### **Benefit Amount**

For each Child who qualifies for this benefit, MetLife will pay an amount equal to the tuition charges incurred for a period of up to 4 consecutive academic years, not to exceed:

- An academic year maximum of \$10,000; and
- An overall maximum of 20% of the Full Amount shown in the *Directors AD&D Only Plan Highlights* chapter. MetLife may require Proof of the Child's continued enrollment as a Full-time student during the period for which a benefit is claimed.

### **Benefit Payment**

MetLife will pay the Child education benefit semi-annually when MetLife receives Proof that tuition charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date you die and there is no Child who would qualify for it, MetLife will pay \$1,000 to your Beneficiary in one sum.

### **Spouse Education Benefit**

If you die as a result of an accidental injury, MetLife will pay this additional Spouse education benefit if:

- MetLife pays an AD&D Insurance benefit for the loss of your life;
- The Spouse education benefit is in effect on the date of the injury; and
- MetLife receives Proof that:
  - On the date of your death, your Spouse was enrolled as a Full-time student in an accredited school; or



- Within 12 months after the date of your death, your Spouse enrolls as a Full-time student in an accredited school.

### **Benefit Amount**

MetLife will pay an amount equal to the tuition charges incurred for a period of up to one academic year, not to exceed:

- An academic year maximum of \$5,000; and
- An overall maximum of 3% of the Full Amount shown in the *Directors AD&D Only Plan Highlights* chapter.

MetLife may require Proof of the Spouse's continued enrollment as a Full-time student during the period for which a benefit is claimed.

### **Benefit Payment**

MetLife will pay this benefit semi-annually when MetLife receives Proof that tuition charges have been paid. Payment will be made to the Spouse.

If this benefit is in effect on the date you die and there is no Spouse who could qualify for it, MetLife will pay \$1,000 to your Beneficiary in one sum.

### **Common Carrier Benefit**

If you or a Spouse or Child dies as a result of an accidental injury, MetLife will pay this additional benefit if:

- MetLife pays an AD&D Insurance benefit for loss of life;
- This benefit is in effect on the date of the injury; and
- MetLife receives Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

### **Benefit Amount**

The Common Carrier benefit is an amount equal to the Full Amount of AD&D Insurance benefits shown in the *Directors AD&D Only Plan Highlights* chapter.

### **Benefit Payment**

For the loss of your life, MetLife will pay benefits to your Beneficiary. For the loss of your Spouse's or Child's life, MetLife will pay benefits to you.

### **Rehabilitative Physical Therapy Benefit**

Subject to the terms of your AD&D Insurance, MetLife will pay this additional benefit if:

- MetLife receives Proof that rehabilitative physical therapy has been prescribed within 90 days of the accidental injury by the attending Physician as necessary to treat a physical condition resulting from the accidental injury; and
- This benefit is in effect on the date of the injury.

Such rehabilitative physical therapy must be provided within one year of the accidental injury by a Physician or therapist licensed to provide the therapy in the jurisdiction where such services are performed.

### **Benefit Amount**

MetLife will pay an amount equal to the least of:

- 10% of the Full Amount of AD&D Insurance coverage shown in the *Directors AD&D Only Plan Highlights* chapter; or
- \$25,000.

**Benefit Payment**

MetLife will pay this benefit quarterly when MetLife receives Proof that charges for rehabilitative physical therapy have been paid. Payment will be made to you.

**Hospital Confinement Benefit**

Subject to the provisions of your AD&D Insurance, MetLife will pay this additional benefit if:

- MetLife receives Proof that you are confined in a Hospital as a result of an accidental injury which is the direct result of such confinement independent of other causes; and
- This benefit is in effect on the date of the injury.

**Benefit Amount**

MetLife will pay an amount for each full month of Hospital confinement equal to the lesser of:

- 1% of the Full Amount shown in the *Directors AD&D Only Plan Highlights* chapter; or
- \$2,500.

MetLife will pay this benefit on a monthly basis beginning on the 5th day of confinement, for up to 12 months of continuous confinement. This benefit will be paid on a pro-rata basis for any partial month of confinement.

MetLife will only pay benefits for one period of continuous confinement for any accidental injury. That period will be the first period of confinement that qualifies for payment.

**Benefit Payment**

Benefit payments will be made monthly to you.

**Common Disaster**

If you and your Spouse are injured in the same accident and die within 365 days as a result of injuries in such accident, the Full Amount of AD&D Insurance benefits that MetLife will pay for your Spouse’s loss of life will be increased to equal the Full Amount of AD&D Insurance benefits payable for the loss of your life.

**Benefit Payment**

For loss of your life, MetLife will pay benefits to your Beneficiary.

For any other loss sustained by you, or for any loss sustained by a Spouse or Child, MetLife will pay benefits to you.

If you or your Spouse or your Child sustain(s) more than one Covered Loss due to an accidental injury, the amount MetLife will pay, on behalf of any such injured person, will not exceed the Full Amount.

MetLife will pay benefits in one sum. Other modes of payment may be available upon request. For details call MetLife’s toll free number 1.800.638.6420.

**Benefit Payment**

If the benefit amount payable to you or your Beneficiary is \$5,000 or more, MetLife will pay the claim by establishing a Total Control Account (TCA). The TCA, is a settlement method used to pay claims in full. The TCA is an interest-bearing account that provides you or your Beneficiary

with immediate access to the entire amount of the insurance proceeds. MetLife pays interest on the balance in the TCA at a guaranteed minimum rate starting on the date the TCA is established. The TCA is not a checking, savings, or money market account. Rather, you or your Beneficiary access the TCA balance at any time without charge or penalty by Writing drafts of \$250 or more (including withdrawing the entire amount of the benefit payment immediately) if desired.

## Exclusions

MetLife will not pay AD&D Insurance benefits under this chapter for any loss caused or contributed by:

- Physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
- Infection, other than infection occurring in an external accidental wound; or from food poisoning;
- Suicide or attempted suicide;
- Intentionally self-inflicted injury;
- Service in the armed forces of any country or international authority, however, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;
- Any incident related to:
  - Travel in an aircraft as a pilot, crew member, or flight student;
  - Travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - Parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for self-preservation; or
  - Travel in an aircraft or device used:
    - For testing or experimental purposes;
    - By or for any military authority; or
    - For travel or designed for travel beyond the earth's atmosphere;
- Committing or attempting to commit a felony;
- The voluntary use of illegal drugs; the intentional taking of an over the counter medication not in accordance with recommended dosage and warning instructions; and intentional misuse of prescription drugs; or
- War, whether declared or undeclared, or act of war, insurrection, rebellion, or active participation in a riot.

## Exclusion for Intoxication

MetLife will not pay AD&D Insurance benefits under this chapter for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the accident.

**Intoxicated** means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

## Chapter 5: Claims and Appeals

The claims and appeals procedures stated in this chapter are intended to comply with applicable regulations by providing reasonable procedures for filing claims, notifying participants of benefit decisions, and appealing adverse benefit determinations. You must follow these procedures for all claims for benefits arising from this Plan.

Your claim will be processed according to applicable Plan provisions and the guidelines used by MetLife. General contact information for MetLife is listed in the *Contact Information* chapter. Specific contacts for claims and appeals are listed in this chapter.

An issue or dispute solely regarding your eligibility for coverage or participation in the Plan is not considered a claim for benefits and is not governed by the claims and appeals procedures described in this chapter. For more information about eligibility, contact your benefits administrator.

For purposes of this chapter, “you” also includes your Authorized Representative.

### Claims and Appeals Contacts

Type	Reviewer	Address
<b>Authorizing a representative</b>	NRECA Privacy Officer 703.907.6601 703.907.6602 privacyofficer@nreca.coop	<b>Privacy Officer</b> National Rural Electric Cooperative Association 4301 Wilson Boulevard Arlington, VA 22203-1860
<b>Filing a claim</b>	MetLife	<b>MetLife</b> Group Life Claims P.O. Box 6100 Scranton, PA 18505  <b>Overnight Address:</b> <b>MetLife</b> <b>Group Life Claims</b> 10 E. D. Preate Dr. Moosic, PA 18507
<b>Filing an appeal of an adverse benefit determination</b>	MetLife 800.638.6420	<b>MetLife</b> Group Insurance Claims Review <i>Send to the address of the MetLife office that processed the claim</i>

Type	Reviewer	Address
<b>Filing an eligibility appeal</b>	NRECA Appeals Administrator	<b>NRECA Appeals Administrator</b> Attn: Senior Life Insurance Product Advisor 4301 Wilson Boulevard, Mailstop IFS7-333 Arlington, VA 22203
<b>Filing a voluntary final appeal (eligibility)</b>	NRECA Appeals Committee	<b>NRECA Appeals Committee</b> Attn: Senior VP, I&FS 4301 Wilson Boulevard, Mailstop IFS7-333 Arlington, VA 22203

## Authorizing a Representative

Your Beneficiary may authorize another individual to speak with MetLife, by giving verbal consent for MetLife to speak with that individual. Any forms would still need to be Signed by the Beneficiary. Contact the MetLife claims representative for more information.

Your Beneficiary may designate a power of attorney or guardian in Writing. Such documentation will be held on file with MetLife. Contact the MetLife claims representative for instructions.

## Claims

A claim means any request for a plan benefit made in accordance with the procedures described in this chapter. You must submit a claim for Plan benefits in Writing to the benefits administrator. Ask your benefits administrator if you need help obtaining a claim form.

A claim is considered filed when it is received by MetLife in accordance with these claims procedures. MetLife's time frame to provide you with a determination notice starts when the claim is filed, regardless of whether MetLife has all of the information necessary to decide the claim when it is first filed. If your claim does not include enough information for MetLife to make an initial benefit determination, you may be asked to supply additional information. If you do not provide that information within the applicable time, your claim may be denied in whole or in part.

Within this chapter, "Claimant" may mean you, your Beneficiaries, the executor of your estate, or an Authorized Representative. See *Authorizing a Representative* above for specifics about how to authorize a representative.

### Filing a Claim

A Claimant must complete and return the appropriate claim forms to the benefits administrator, who will verify eligibility and the benefits to be claimed, certify the forms, and forward all documents to NRECA. NRECA will then forward the forms to MetLife for processing.

In addition to claim forms, the Claimant may be required to provide additional evidence (e.g., a death certificate or accident report) that establishes the nature and extent of the loss or condition, MetLife's obligation to pay the claim, and the Claimant's right to receive payment. Such additional evidence must be provided at the Claimant's expense. MetLife will request this

evidence directly from the Claimant and, in its sole discretion, will determine if the submitted documentation is sufficient.

Upon receipt of all requested documentation, MetLife will determine what benefits are payable. If the claim is approved, the benefit is paid. The normal form of payment is one sum, but other alternative payments are available. For additional information about payment options, contact MetLife.

You may also ask your state’s consumer assistance program or ombudsman for help filing an appeal, if applicable. To determine if your state has such resources:

- See the U.S. Department of Labor (DOL) website at [dol.gov/ebsa/](http://dol.gov/ebsa/);
- Call the DOL’s Employee Benefits Security Administration (EBSA) at 866.444.EBSA (3272); or
- Write to the EBSA at: Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

<b>Claim Submission Timeframe</b>	
<b>Director’s Accidental Death and Dismemberment Only Insurance Benefits</b>	<b>All Benefits Described in this SPD</b>
Send the claim form and Proof (as defined in <i>Appendix A: Key Terms</i> ) to MetLife as soon as reasonably possible after the death of the insured	Send the claim form and Proof to MetLife within <b>90 calendar days</b> of the date of loss  Effective from March 1, 2020 until the extended due date defined below. Notwithstanding the foregoing, the deadline for when a participant may file or perfect a benefit claim shall be extended without regard to the COVID-19 Outbreak Period. The “Outbreak Period” runs from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

### **Claim Determinations, Determination Extensions, and Requests for Additional Information**

If you are eligible for benefits, you have properly followed the claims procedure, and benefits are due to you, then MetLife will issue a Written determination within a reasonable period but not later than the time frame listed in the *Claim Review Timeline* table.

<b>Claim Review Timeline</b>	
<b>When you will be notified of a determination</b>	Within a reasonable period, but not later than <b>90 calendar days</b> after claim receipt, unless MetLife requests an extension or additional information

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**Determination extension period**

MetLife will notify you of any extension up to **90 additional calendar days** and will explain the reason for the extension and when it will render its decision

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### Contents of the Claim Determination Notice

For all claims, Written notice of any adverse benefit determination will provide:

- The specific reason(s) your claim was denied;
- The specific Plan provisions on which the denial is based; and
- If applicable, a description of any additional information necessary to perfect the claim and an explanation of why such information is necessary.

The notice 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.

### Appeals

If MetLife denies your claim for Plan benefits, if you believe you should be entitled to a different Benefit Amount, or if you disagree with any determination that has been made regarding your Plan benefits, you or your Authorized Representative may appeal the decision.

### Documentation to Include with Your Appeal Request

The following information applies to all appeal levels. For purposes of this explanation, “reviewer” means:

- MetLife Group Insurance Claims Review (for an **adverse benefit determination** appeal);
- NRECA Appeals Administrator (for **eligibility** appeals); and
- NRECA Appeals Committee (for **voluntary final eligibility** appeals).

Appeals must be submitted in Writing by the filing deadline and must include at least the following information:

- Your name;
- Plan name (i.e., the Director’s Accidental Death & Dismemberment Only Insurance);
- Reference to the initial decision; and
- An explanation of why you are appealing the decision.

Your appeal may also include any additional Written comments, documents (including additional medical information), records, or other information that supports your request for benefits. The reviewer will conduct a full and fair review of your appeal if you have submitted it by the proper deadline.

### Appealing an Adverse Benefit Determination

Your adverse benefit determination appeal must be filed in Writing with MetLife by the filing deadline. The review period begins when the appeal is received, regardless of whether the reviewer has all the information necessary to decide the appeal. If you want to grant the reviewer more than the stated time to make a determination, you may voluntarily agree to an extension by contacting the reviewer.

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## Adverse Benefit Determination Appeal Timeline

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<b>Filing deadline</b>	<p>Within <b>60 calendar days</b> of the date you receive MetLife's Written adverse benefit determination</p> <p>Effective from March 1, 2020 until the extended due date defined below. Notwithstanding the foregoing, the deadline for when a participant may file an appeal of an adverse benefit determination under the Plan's claims procedure shall be extended without regard to the COVID-19 Outbreak Period. The "Outbreak Period" runs from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.</p>
<b>When you will be notified of a determination</b>	<p>Within <b>60 calendar days</b> of the date MetLife receives the appeal unless you are notified by MetLife that an extension or more time is needed to evaluate your appeal before the initial 60-day period is over</p>
<b>Determination extension period (if needed)</b>	<p>One extension period of <b>up to 60 calendar days</b>, if needed</p>

To help prepare your appeal, you have the right to request, free of charge, access to and copies of all documents, records, and other information relevant to your initial claim. However, a request for documentation does not extend the time allowed for you to file an appeal.

### **Adverse Benefit Determination Appeal Review and Determination**

If your appeal is denied, the determination notice will include:

- The specific reason(s) your appeal was denied;
- The specific Plan provision(s) on which the denial is based;
- If applicable, a description of any additional information necessary to perfect the claim and an explanation of why such information is necessary;
- An explanation of your rights under ERISA's claim and appeal rules; and
- An explanation of your right to file a civil action under ERISA within 12 months.

Upon Written request, MetLife will provide you free of charge with copies of documents, records, and other information relevant to your claim.

If your Written benefit appeal is denied, you may voluntarily take part in one more review process called the **voluntary final appeal process for Benefits**. If you do not choose to use the voluntary final appeal process, you may seek legal action.

### **Legal Action for Benefit Claims**

A legal action on a claim may be brought against MetLife only during a certain period. This period begins 60 calendar days after the date Proof is filed and ends three years after the date such Proof is required.

### **Eligibility Appeals**

If NRECA denies benefits because you were not eligible to participate in the Plan, you have the right to file a Written eligibility appeal with the NRECA Appeals Administrator (the reviewer). The

reviewer has full and discretionary authority to administer and interpret the Plan for all eligibility appeals.

Your eligibility appeal must be filed with the reviewer by the filing deadline (see *Eligibility Appeal Timeline* below). The review period begins when the appeal is received, regardless of whether the reviewer has all information necessary to decide the appeal. If the reviewer requires more than the stated time to decide your appeal, he or she will send a letter stating an extension time.

<b>Eligibility Appeal Timeline</b>	
<b>Filing deadline</b>	Within <b>60 calendar days</b> of the date you receive the denial notice due to eligibility
<b>When you will be notified of a determination</b>	Within <b>60 calendar days</b> after receipt of the appeal request unless NRECA requests an extension
<b>Determination extension period (if needed)</b>	One period of up to <b>60 calendar days</b>

To help prepare your appeal, you have the right to request, free of charge, access to and copies of all documents, records, and other information relevant to your initial claim. However, requesting documentation does not extend the time allowed for you to file an appeal.

### **Eligibility Appeal Review and Determination**

If your eligibility appeal is denied in whole or in part, your decision notice will include:

- The specific reason(s) your appeal was denied;
- The specific Plan provision(s) on which the denial was based;
- An explanation of your rights under ERISA’s claim and appeal rules;
- Notice of your right to file a civil action under ERISA within 12 months; and
- The procedures you must follow to take part in the voluntary final appeal process and the time limits for such procedures.

### **Voluntary Final Appeal Process for Eligibility**

If you wish to have the NRECA Appeals Committee review your denied appeal, you may follow the voluntary final appeal process for eligibility. Using this process has no effect on your rights to any other benefits under the Group Term Life and Accidental Death & Dismemberment Insurance Plan or on your right to take legal action. Before you submit your voluntary final appeal, you may request additional information about the process by calling NRECA’s Cooperative Benefit Administrators, Inc. (CBA), at 866.673.2299.

You must file a voluntary final appeal with the NRECA Appeals Committee, in Writing, by the filing deadline described in the timeline table below. The review period begins when the appeal is received, regardless of whether the reviewer has all information necessary to decide the appeal. The reviewer may need additional time to complete his or her review and, if so, will notify you of an extension.

### **Voluntary Final Appeal Process for Eligibility Timeline**

<b>Filing deadline</b>	Within <b>60 calendar days</b> of the date you receive NRECA's Written denial of your eligibility appeal
<b>When you will be notified of a determination</b>	Within <b>60 calendar days</b> of the date MetLife receives the appeal unless you are notified by MetLife that an extension or more time is needed to evaluate your appeal before the initial 60-day period is over
<b>Determination extension period (if needed)</b>	One extension period of <b>up to 60 calendar days</b>

If your voluntary final appeal is denied in whole or in part, your decision notice will contain:

- The reason(s) why the final appeal was denied;
- The specific Plan provision(s) on which the denial was based;
- An explanation of your rights under ERISA's claim and appeal rules; and
- A statement of the Claimant's right, within 12 months, to bring a civil action under ERISA.

## Chapter 6: Porting or Converting Coverage

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### Portability For AD&D Insurance

The Portability option allows you to continue the term coverage you currently have for all or a part of your Life and AD&D coverage. Term insurance renews annually and at that time premiums could increase. If your Portability Eligible Insurance or Portability Eligible Spouse or Child Insurance ends for any of the reasons stated below, you have the option to continue that insurance under another policy in accordance with the conditions and requirements of this section. This is referred to as “porting.” Evidence of your insurability will not be required.

For purposes of this subsection the term “Portability Eligible Insurance” refers to your AD&D insurance benefits (shown in the *Directors AD&D Only Plan Highlights* chapter) for which the Portability Eligible insurance is available. If insurance for your Spouse or Child is in effect, the term “Portability Eligible Spouse or Child Insurance” refers to your AD&D insurance for your Spouse or Child (shown in the *Directors AD&D Only Plan Highlights* chapter) for which the Portability insurance is available.

### When Porting Is an Option

Porting may only be exercised by a Written request during the request period specified below.

If you choose not to port your coverage ends.

You may choose to port if Portability Eligible insurance or Portability Eligible Spouse or Child Insurance ends because:

- Your Directorship ends;
- You cease to be in a class that is eligible for such insurance;
- The Plan is amended to end the Portability Eligible insurance or Portability Eligible Spouse or Child insurance, unless such insurance is replaced by similar insurance under another group insurance plan issued to NRECA Group Benefits Program or its successor; or
- This policy has ended, unless such insurance is replaced by similar insurance under another group insurance policy issued to the NRECA Group Benefits Program or its successor.

You may choose to port the reduced amount of insurance if your Portability Eligible insurance is reduced due to:

- An amendment to the Plan that affects the amount of insurance for your Director classification; or
- Your Spouse may choose to port if his or her Portability-eligible Spouse insurance on his or her own life ends because:
  - You die;
  - Your marriage ends in divorce or annulment; or
  - Your benefits are reduced.

Your Spouse may also port Portability Eligible Child insurance on your Child if your Spouse ports insurance on his or her own life, but only if the Child’s coverage is also ending.

Your Child may request to port Portability Eligible Child insurance on his or her own life if that insurance ends because your Child no longer meets the definition of “Child.”

If a request is made under this subsection, the Plan will issue a new individual policy that will explain the new insurance benefits. The insurance benefits under the new policy may not be the same as those that ended under this Plan.

A request under this subsection may be made if, on the date the Portability-eligible insurance ended, the Plan is in effect.

## Porting Request Period

For you or a former Spouse or Child to port, MetLife must receive a completed request form within the request period as described below.

If Written notice of the option to port is given **within 15 calendar days before or after** the date such insurance ends, the request period:

- Begins on the date the insurance ends; and
- Expires **31 calendar days** after the date.

If Written notice of the option to port is given **more than 15 calendar days after but within 91 calendar days** of the date such insurance ends, the request period:

- Begins on the date the insurance ends; and
- Expires **45 calendar days** after the date of the notice.

If Written notice of the option to port is **not given within 91 calendar days** of the date such insurance ends, the request period:

- Begins on the date the insurance ends; and
- Expires at the end of such **91 calendar day** period.

## Chapter 7: General Information

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### Entire Contract

Your insurance is provided under a contract of group insurance with MetLife. The entire contract between MetLife and the NRECA Group Benefits Program is made up of the following:

- The Plan and its exhibits, which include the SPD(s);
- NRECA's Group Benefits Program application; and
- Any amendments and endorsements to the Plan.

### Beneficiary

**For your loss of life, MetLife will pay benefits to your Beneficiary. For any other loss sustained by you, your Spouse, or your Child, MetLife will pay benefits to you.**

You may designate a Beneficiary during the enrollment process. To change your Beneficiary at any time, you must provide a Signed and dated Written request to your Employer using a form satisfactory to MetLife. Your Employer must receive your Written request to change your Beneficiary within 30 calendar days of the date you Sign such request.

You do not need your Beneficiary's consent to make a change. When NRECA receives the change, it will take effect on the date you Signed it. The change will not apply to any payment made in good faith by MetLife before the change request was recorded.

Spouse and Child life benefits are payable to the employee. In the event the employee dies along with the spouse or child. The spouse and/or child life benefit payment would pay out to the Beneficiary for the employee's coverage. If the only Beneficiary(ies) named on the employee's coverage passed away with the employee, the payment would follow the facility of benefit payment listed below.

If you designate two or more Beneficiaries but do not specify their shares, your Beneficiaries will share the insurance equally.

All primary Beneficiaries must be deceased before any secondary/contingent Beneficiaries are paid.

If no Beneficiary is designated or if no designated Beneficiary is surviving at the time of your death, MetLife may determine the Beneficiary to be one or more of the following who survive you:

- Your Spouse;
- Your Child(ren);
- Your parent(s); or
- Your sibling(s).

Instead of making payment to any of the above, MetLife may pay your estate. Any payment made in good faith will discharge MetLife's liability to the extent of such payment.

If a Beneficiary is a minor or incompetent to receive payment, MetLife will pay that Beneficiary's court appointed property and estate guardianship.

## Incontestability: Statements Made by You

Any statement made by you will be considered a representation and not a warranty. MetLife will not use such statement to contest life insurance, reduce benefits, or defend a claim unless the following requirements are met:

- The statement is a Written application or enrollment form;
- You have Signed the application or enrollment form; and
- A copy of the application or enrollment form has been given to you or your Beneficiary.

MetLife will not use your statements that relate to insurability to contest life insurance after it has been in force for two years during your life. In addition, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for two years during your life.

## Misstatement of Age

If your or your Spouse's or Child's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, MetLife will adjust benefits, premiums, or both.

## Physical Exams

If a claim is submitted for insurance benefits other than life insurance benefits, MetLife has the right to ask the insured to be examined by a Physician(s) of MetLife's choice as often as is reasonably necessary to process the claim. MetLife will pay the cost of such exam.

## Autopsy

MetLife has the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons MetLife is requesting the autopsy.

## Fraud Warning Statements

**All States:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information about any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Some states have their own fraud warnings. See the state-specific warning that may apply to your state of residence.

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Arkansas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**District of Columbia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Colorado:** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Florida:** A person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Maine:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

**Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Massachusetts:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Jersey:** Any person who files an application containing any false or misleading information is subject to criminal and civil penalties.

**New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New York** (only applies to accident and health benefits): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Oklahoma:** WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.



**Oregon:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Puerto Rico:** Any person who knowingly and with the intention to defraud includes false information in an application for insurance or files, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

**Rhode Island:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Tennessee:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## State Notices

### Important Notice:

Where this SPD is inconsistent with any of the state notices below, the state notice will govern.

### Notice for Residents of All States:

**Life Insurance Benefits Will be Reduced If An Accelerated Benefit Is Paid Disclosure:** The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

**Disclosure:** Receipt of an accelerated benefit 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's and Your family's eligibility for public assistance.

### **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.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
Consumer Services Division  
1 Commerce Way, Suite 102  
Little Rock, Arkansas 72202

### **Notice for Residents of California:**

#### **Important Notice**

To obtain additional information, or to make a complaint, contact the policyholder or MetLife at:

Metropolitan Life Insurance Company  
Attn: Consumer Relations Department  
500 Schoolhouse Road  
Johnstown, PA 15904  
800-438-6388

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 Department of Insurance at:

Department of Insurance  
Consumer Services  
300 South Spring Street  
Los Angeles, CA 90013

Website: <http://www.insurance.ca.gov/>

800-927-4357 (within California)  
213-897-8921 (outside California)

**FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.**

### **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  
800-721-3272 (for calls placed within Idaho) or 208-334-4250 or [www.DOI.Idaho.gov](http://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  
800-438-6388

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

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)

### **Notice for Residents of Louisiana:**

#### **The Definition Of Child Is Modified For The Coverages Listed Below:**

#### **Accidental Death and Dismemberment Insurance:**

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 26, regardless of the child's or grandchild's marital status, student status or full-time employment status. Your natural child, adopted child, stepchild or grandchild under age 26 will not need to be supported by You to qualify as a Child under this

insurance. In addition, marital status will not prevent or cease the continuation of insurance for a mentally or physically handicapped child or grandchild past the age limit.

### **Notice for Residents of Maine**

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as for nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may make this designation by completing a "Third-Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this certificate to obtain a Third-Party Notice Request Form. Within 90 days after cancellation of coverage for nonpayment of premium, You or any person authorized to act on Your behalf may request reinstatement of the certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

### **Notice for Massachusetts Residents:**

#### **Continuation of Accidental Death and Dismemberment (AD&D) Insurance**

1. If Your AD&D 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 AD&D 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 AD&D 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 Minnesota:**

#### **The Definition Of Child Is Modified For The Coverages Listed Below:**

##### **Accidental Death and Dismemberment Insurance:**

The term also includes Your grandchildren who are financially dependent upon You and reside with You continuously from birth. The age limit for children and grandchildren will not be less than 25 regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance.

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S.62A.46 to 62A.56 or chapter 62S.

##### **Continuation of Basic or Supplemental or Dependent Life Insurance with Premium Payment**

If Your Life Insurance ends due to termination of Your employment for any reason other than gross misconduct, You may continue such insurance for You or Your Dependents.

If You are eligible for continuation of Life insurance, Your employer will notify You of:

- Your right to elect to continue Life Insurance for You or Your Dependents;
- The amount You must pay each month to Your employer to keep such insurance in force;
- Instructions for payment; and
- The time that payments are due.

The amount of the premium You will be required to pay for continuation of Life Insurance will not exceed 102 percent of the amount of premium required to be paid for active employees in Your class for such insurance (this includes any premium amounts paid by the employer as well as the employee).

You will have 60 days within which to elect to continue Life Insurance under this section. The 60-day period begin on the date Life Insurance would otherwise end or on the date upon which notice of the right to continue Life Insurance is received, whichever is later. If You or Your Dependents die during the 60-day election period, we will consider You to have elected to continue Life Insurance under this section.

If Your employer fails to notify You of Your right to continue insurance under this section, or fails to forward a required premium to Us that You have paid, causing insurance for You or Your Dependents to end, then Your employer will become liable for these benefits to the same extent as, and in place of, us.

If You continue Life Insurance under this section, any reductions in Life Insurance that would have applied if

You were actively at work applies to the continued insurance.

Continuation of Life Insurance under this section will end on the earliest of:

- The date the group policy ends for all employees or for the class of employees to which you belonged when Your active work ceased;
- The date you fail to make a required premium payment when due;
- The date you become covered for life insurance under this or any other group term life insurance plan;
- With respect to Your Spouse or Civil Union partner, the date Your marriage ends in divorce or annulment;
- With respect to a Child, the date the Child no longer qualifies as a Child for purposes of Life Insurance;
- With respect to You or Your Dependents, the date You or Your Dependents reach any applicable age limits; or
- The end of 18 months following the date Your active work ended.

When a continuation under this section ends, You or Your Dependents may buy an individual policy of life insurance from Us. The details of this option are described in the sections titled *Life Insurance: Conversion Options for You* and *Life Insurance: Conversion Options for your Dependents*. For the purpose of that section, the end of this continuation will be considered the end of your employment.

### **Effect of Previous Conversion**

If You or Your Dependents converted Life Insurance to an individual policy, We will only pay Life Insurance under this section if such individual policy is returned to Us. If it is returned to Us, We will refund to You, Your estate, or Your Dependents estate, as applicable, the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

### **Notice for Residents of Missouri:**

#### **Accidental Death and Dismemberment Insurance Exclusions**

If You reside in Missouri the exclusion for “suicide or attempted suicide” is as follows: “suicide or attempted suicide while sane”.

### **Notice for Residents of Montana:**

#### **The Definition of Child Is Modified for the Coverages Listed Below:**

##### **Accidental Death and Dismemberment Insurance:**

The term also includes newborn infants of any person insured under this certificate. The age limit for children will not be less than 25, regardless of the child’s student status or full-time employment status. Your natural child, adopted child, or stepchild under age 25 will not need to be supported by You to qualify as a child under this insurance.

### **Notice for Residents of New Mexico:**

#### **The Definition Of Child Is Modified For The Coverages Listed Below:**

##### **Accidental Death and Dismemberment Insurance:**

The age limit for children will not be less than 25, regardless of the child’s student status or full-time employment status. Your natural child, adopted child or stepchild will not be denied accidental death and dismemberment insurance coverage under this certificate because:

- That child was born out of wedlock;
- That child is not claimed as Your dependent on Your federal income tax return; or
- That child does not reside with You.

If a Child is insured for Accidental Death and Dismemberment Insurance under this certificate and You are not the custodial parent, notify Us that such is the case and provide Us with the name and address of the custodial parent. After receipt of such notice We will:

1. Provide such information to the custodial parent as may be necessary for the Child to obtain benefits through that insurance;
2. Permit the custodial parent or the provider, with the custodial parent's approval, to submit claims for covered services without the approval of the non-custodial parent; and
3. Make payments on claims submitted in accordance with Paragraph (2) of this subsection directly to the custodial parent, the provider or the state Medicaid agency.

If You are required by a court or administrative order to provide Accidental Death and Dismemberment Insurance for a Child, and You are eligible to provide such insurance for that child, We will:

1. Permit You to enroll a Child who is otherwise eligible for such insurance without regard to any enrollment season restrictions;

2. If You are enrolled but fail to make application to obtain insurance for such Child, We will enroll the Child for insurance upon application of the Child's other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program; and
3. We will not disenroll or eliminate insurance for such Child unless the insurer is provided satisfactory written evidence that:
  - a) The court or administrative order is no longer in effect; or
  - b) The Child is or will be enrolled in comparable health insurance through another insurer that will take effect not later than the effective date of disenrollment.

We will not impose requirements on a state agency that has been assigned the rights of an individual eligible for medical assistance under the Medicaid program and insured for Accidental Death and Dismemberment Insurance with Us that are different from requirements applicable to an agent or assignee of any other individual so insured.

### **Notice for Residents of North Carolina:**

Read your Certificate Carefully.

Important Cancellation Information

Please Read the Provisions Titled *Date Your Insurance Ends* and *Date Your Insurance For Your Dependents Ends*

Under North Carolina general statute section 58-50-40, no person, employer, principal, agent, trustee, or third party administrator, who is responsible for the payment of group health or life insurance or group health plan premiums, shall:

1. Cause the cancellation or non-renewal of group health or life insurance, hospital, medical or dental service corporation plan multiple employer welfare arrangement, or group health plan coverages and the consequential loss of the coverages of the persons insured, by willfully failing to pay those premiums in accordance with the terms of the insurance or plan contract, and
2. Willfully fail to deliver, at least 45 days before the termination of those coverages, to all persons covered by the group policy a written notice of the person's intention to stop payment of premiums. This written notice must also contain a notice to all persons covered by the group policy of their rights to health insurance conversion policies under Article 53 of chapter 58 of the general statutes and their rights to purchase individual policies under the federal Health Insurance Portability and Accountability Act and under Article 68 of Chapter 58 of the general statutes.

Violation of this law is a felony. Any person violating this law is also subject to a court order requiring the person to compensate persons insured for expenses or losses incurred as a result of the termination of the insurance.

### **Notice for Residents of Pennsylvania:**

Accidental Death and Dismemberment Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- Re-enrolls as a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
- Re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- Continues to qualify as a Child, except for the age limit; and
- Submits the required proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the *Date Insurance For Your Dependents Ends* subsection of the section titled *Eligibility Provisions: Insurance for your Dependents*, this continuation will continue until the earliest of the date:

- The insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- The child is no longer a full-time student.

### **Notice for Residents of Texas:**

#### **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 1-800-638-6420

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 800-252-3439.

You may write the Texas Department of Insurance

P.O. Box 149104

Austin, TX 78714-9104

Fax # 512-475-1771

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto: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.

#### **Life Insurance: Accelerated Benefit Option (ABO)**

The laws of the state of Texas mandate that the terms "Terminally Ill" and "Terminal Illness" when used in the Life Insurance: Accelerated Benefit Option (ABO) for You and the Life Insurance Accelerated Benefit Option (ABO) for Your Dependents provisions mean that due to injury or sickness, You or Your Dependent is expected to die within 24 months of the date You request payment of an Accelerated Benefit.

#### **The Definition Of Child Is Modified For The Coverage Listed Below:**

**Life Insurance:** The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

#### **Accidental Death and Dismemberment Insurance:**



The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

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 WORKER'S COMPENSATION SYSTEM.

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Metropolitan Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Corporate Consumer Relations Department at 1-800-438-6388**

**Toll-free: 1-800-438-6388**

Email: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Mail: Metropolitan Life Insurance Company

700 Quaker Lane

2nd Floor

Warwick, RI 02886

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **Para Residentes de Texas:**

#### **Aviso Importante**

Para obtener información o para someter una queja: Usted puede llamar al número de teléfono gratis de MetLife para información o para someter una queja al 800-638-6420

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al 800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104

Austin, TX 78714-9104

Fax # 512-475-1771

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**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 propósito de información y no se convierte en parte o condición del documento adjunto.

**¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

**Metropolitan Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388**

**Teléfono gratuito: 1-800-438-6388**

Correo electrónico: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Dirección postal:

Metropolitan Life Insurance Company

700 Quaker Lane

2nd Floor

Warwick, RI 02886

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

**Notice for Residents of Utah:**

**The Definition Of Child Is Modified For The Coverage Listed Below:**

**Accidental Death and Dismemberment Insurance:**

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

**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
  - \$500,000 in death benefits
  - \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$500,000 in long-term care insurance benefits
  - \$500,000 in disability income insurance benefits
  - \$500,000 in other types of health insurance benefits
- Annuities
  - \$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.ulhiga.org](http://www.ulhiga.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.

**For Utah Residents (Dependent Life or Voluntary Accidental Death and Dismemberment Insurance):**

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. The term includes an unmarried child who is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law and who has been continuously covered under an Accidental Death and Dismemberment plan since reaching age 26, with no break in coverage of more than 63 days, and who otherwise qualifies as a Child except for the age limit. Proof of such handicap must be sent to Us within 31 days after:

- The date the Child attains the limiting age in order to continue coverage; or
- You enroll a Child to be covered under this provision;

and at reasonable intervals after such date, but no more often than annually after the two-year period immediately following the date the Child qualifies for coverage under this provision. The Additional Requirement will not apply to a mentally or physically handicapped Child who has been continuously handicapped since a date before the Child reached the limiting age under this certificate and for whom satisfactory Proof of such handicap has been provided.

### **Notice for Residents of Vermont:**

Vermont law provides that the following apply to Your certificate:

**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.

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

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

### **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: 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  
toll-free: 877-310-6560  
fax: 804-371-9944  
Web address: [www.scc.virginia.gov](http://www.scc.virginia.gov)

Email: [ombudsman@scc.virginia.gov](mailto:ombudsman@scc.virginia.gov)

## **Notice for Residents of Washington:**

### **Voluntary Accidental Death and Dismemberment Insurance:**

The age limit for children will not be less than 26, regardless of the child's marital status, student status, or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

### **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)**

The Life Insurance accelerated benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

### **Washington law provides that the following apply to Your certificate:**

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

**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.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

## **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, New York 10166  
800-438-6388

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  
800-236-8517 outside of Madison or 608-266-0103 in Madison

## **Chapter 8: Important Notifications and Disclosures**

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### **Not a Contract of Employment**

This Plan must not be construed as a contract of employment and does not give any employee a right of continued employment, nor may the Plan be construed as a guarantee of other benefits from your Employer.

### **Non-assignment of Benefits**

You cannot assign, pledge, borrow against, or otherwise promise any benefit payable under the Plan to a third party before you receive it. An Authorized Representative designation made by you or another Plan Beneficiary in accordance with the Plan's procedures is not a prohibited assignment of benefits with respect to the Plan. An attorney-in-fact designation made by you or another Plan Beneficiary pursuant to a power of attorney is not a prohibited assignment of benefits with respect to the Plan.

### **Right of Recovery of Overpayment**

If it is later determined that you received an overpayment or a payment was made in error, you will be required to refund the overpayment to the Plan. The Plan has the right to recover overpayments as a result of, but not limited to those:

- Due to fraud;
- Due to any error the Plan makes in processing a claim; and
- Benefits paid after the death of the employee.

If you do not refund the overpayment, the Plan reserves the right to bring legal action against you to recover the overpayment, to offset future benefit payments until the overpayment is recouped, or both. You will be notified if a mistake is found.

### **Amendment or Termination**

This Plan may be amended or terminated at any time, for any reason, by action of the Plan Administrator or your Employer. This includes the right to change the cost of coverage. These changes may be made with or without advance notice to Plan participants. However, your rights to claim benefits for the period prior to the termination or amendment will not be affected if such benefit is payable under the Plan as in effect before the Plan is terminated or amended.

### **Severability**

If any provision of this Plan is held invalid, the invalid provision does not affect the remaining parts of this Plan. The Plan is construed and enforced as if the invalid provision had never been included.

### **Additional Procedures**

The Plan Administrator may promulgate any rules, regulations, or procedures not covered by this Plan that may be necessary for the proper administration of this Plan.

## **Statement of ERISA Rights**

### **Your Rights**

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants will be entitled to:

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon request to the Plan Administrator, copies of documents governing the Plan's operation, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

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

#### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in federal court. In such case, the court may require NRECA, as Plan Administrator, to provide the materials and pay you up to \$159 a day, not to exceed \$1,594 per request (2020 limit, as may be indexed annually) 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, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money 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 your Plan, you should contact the Plan Administrator. If you have any questions about this statement 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 contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



## Appendix A: Key Terms

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As used in this SPD, the terms listed in this Appendix will have the meanings set forth below. When defined terms are used in this SPD, they will be capitalized. 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 basis. This must be done at:

- The Employer's place of business;
- An alternate place approved by the Employer; or
- A place to which the Employer's business requires you to travel.

You will be deemed to be Actively at Work during weekends, or Employer-approved vacations, holidays, and business closures if you were Actively at Work on the last scheduled workday preceding such time off.

**Air Bag** means an inflatable restraint device that:

- Meets published United States government safety standards;
- Is properly installed by the car manufacturer; and
- Is not altered after the installation.

**Authorized Representative** means a person you have authorized in Writing to represent you in the claims process, the appeals process, or both.

**Beneficiary or Beneficiaries** means, for the purposes of the Plan, the person or persons designated as the recipient of funds. If there is no Beneficiary designated or no surviving Beneficiary when you die, benefits are payable in this order: 1) your Spouse; 2) your Child(ren); 3) your parent(s); or 4) your sibling(s).

Instead of making payment to any of the above, MetLife may pay your estate. Any payment made in good faith will discharge MetLife's liability to the extent of such payment. If a Beneficiary is a minor or incompetent to receive payment, MetLife will pay that person's court-appointed property and estate guardianship.

**Child Care Center** means a facility that:

- Is operated and licensed according to the law of the jurisdiction where it is located; and
- Provides care and supervision for Children in a group setting on a regularly scheduled and daily basis.

**Child or Children** means the following:

**For Life Insurance and AD&D**, your natural child from live birth, your adopted child (including a child from the date of placement with the adopting parents until the legal adoption), your stepchild, your unmarried foster child; or any child under your custody and care who, in each case, is under age 26 and supported by you.

The term includes an unmarried newly eligible employee's child who is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law, and has been so handicapped continuously since a date before the child reaches the limiting age and who otherwise qualifies as a child except for the age limit.

The term does **not** include any person who:

- Is covered under the Group Policy as an employee or spouse.

For **New Mexico residents**, child means the following for **AD&D Insurance**:

Your natural child from live birth, adopted child (including a child from the date of placement with the adopting parents until the legal adoption), stepchild or unmarried foster child who reside with you, is supported by you or is under age 26.

An adopted child includes a child placed in your physical custody for purpose of adoption. If prior to completion of the legal adoption the child is removed from your custody, the child's status as an adopted child will end.

No natural child from live birth, adopted child or stepchild will be denied AD&D insurance because such child was born out of wedlock, is not residing with you, or is not claimed by you as a deduction for Federal Income Taxes.

The term does not include any person who:

- Is insured under the Plan as an employee or spouse.

For **Texas residents, Child** means the following for **Life Insurance**:

Your natural child from live birth, adopted child; stepchild, or unmarried foster child who resides with you and is supported by you, or a child who resides with you, who is supported by you and for whom you are the legally appointed guardian; and who, in each case, is under age 26. **The term also includes** your grandchild who is under age 26, unmarried and who was able to be claimed by you as a dependent for Federal income tax purposes at the time you applied for life insurance.

A child will be considered your adopted child during the period you are party to a suit in which you are seeking the adoption of the child.

The term does **not** include any person who:

- Is insured under the Plan as an employee or spouse.

For **Texas residents, Child** means the following for **AD&D Insurance**:

Your natural child from live birth; adopted child or stepchild or unmarried foster child who resides with you, is supported by you or who is under age 26. **The term also includes** your grandchild who is under age 26, unmarried and who was able to be claimed by you as a dependent for Federal income tax purposes at the time you applied for AD&D insurance.

A child will be considered your adopted child during the period you are party to a suit in which you are seeking the adoption of the child.

The term does **not** include any person who:

- Is insured under the Plan as an employee or spouse.

For **Utah residents, child** means the following for **AD&D insurance**:

Your natural child from live birth, adopted child, or stepchild who is unmarried or unmarried foster child who reside with you, is supported by you and under age 26.

A child will be considered your adopted child during the period you are party to a suit in which you are seeking the adoption of the child.

The term does not include any person who:

- Is insured under the Plan as an employee or spouse.

**Civil Union** means a relationship similar to marriage that is recognized as a Civil Union by the District of Columbia.

**Claimant** means an individual who is making a claim for Plan benefits.

**Common Carrier** means a government-regulated entity that is in the business of transporting fare-paying passengers.

The term does not include:

- Chartered or other privately arranged transportation;
- Taxis; or
- Limousines.

**Contributory Insurance** means insurance for which the Employer requires you to pay any part of the premium.

Contributory Insurance Includes: Directors AD&D Insurance and Family AD&D Insurance.

**COVID-19 Outbreak Period** means the period from March 1, 2020 until sixty (60) days after the COVID-19 National Emergency ends.

**Director** means you are a Director in a participating cooperative, and includes:

- Advisory Directors;
- Alternate Directors; and
- Director Emeritus, to a maximum of three.

Your Employer may, or may not, elect to provide coverage for the Director classes listed above. See the *Eligibility and Participation Information* chapter for details.

**Directorship** means status as a Director.

**Disability or Disabled** means a status of Disability met due to an injury or sickness where:

- You are unable to perform the duties of your regular job; or
- You are unable to perform any other job for which you are fit by education, training, or experience.

**Employer** means the organization, association, cooperative, system, or entity from which you receive a salary for performing your job responsibilities and through which you receive Plan benefits.

**ERISA** means the Employee Retirement Income Security Act of 1974, as amended.

**Family** means your Spouse and Child(ren).

**Full-time** means Active Work on the Employer's regular work schedule for the eligible class of Employees to which you belong.

**Hospital** means a facility that is licensed as such in the jurisdiction where it is located and provides:

- A broad range of medical and surgical services 24 hours a day for injured and sick persons by or under the supervision of a staff of Physicians; and
- A broad range of nursing care 24 hours a day by or under the direction of a registered professional nurse.

**Hospitalized** means:

- Admitted for inpatient care in a Hospital;
- Receiving care in the following:
  - A hospice facility;
  - An intermediate care facility; or
  - A long-term care facility; or
- Receiving the following treatment, wherever performed:
  - Chemotherapy;
  - Radiation therapy; or

- Dialysis.

**Non-contributory Insurance** means insurance for which the Employer does not require you to pay any part of the premium.

**Non-medical Issue Amount** means a level of insurance coverage that is guaranteed without medical evidence of insurability and available within 31 calendar days when first offered or during a Qualifying Event.

**Passenger Car** means any validly registered four-wheel private Passenger Car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck, or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**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 Plan. Each such person must be licensed in the jurisdiction where he or she performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

The term **Physician** does not include:

- You;
- Your Spouse; or
- Any member of your immediate Family, including your and/or your Spouse's:
  - Parents;
  - Child(ren) (natural, step, or adopted);
  - Siblings;
  - Grandparents; or
  - Grandchildren.

**Plan Administrator** means the person or entity responsible for keeping an employee benefit plan in compliance and managing the plan for the exclusive benefit of Plan participants as stated in the Plan Information section of this Summary Plan Description.

**Plan Sponsor** means an employer or organization that offers a group health plan to its employees or other eligible members as stated in the Plan Information section of this Summary Plan Description.

**Policyholder** means the NRECA Group Benefits Program.

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

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

Proof must be provided at the Claimant's expense.

**Retained Attorney** means one attorney retained as outside counsel by the participating cooperative on an ongoing basis.

**Seat Belt** means any restraint device that:

- Meets published United States government safety standards;

- Is properly installed by the car manufacturer; and
- Is not altered after the installation.

**The term includes** any child restraint device that meets the requirements of state law.

**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 that is acceptable to MetLife and consistent with applicable law.

**Spouse** means your lawful Spouse. Wherever the term "Spouse" appears in the SPD it shall, unless otherwise specified, be read to include the definitions of Your Civil Union partner.

The term does **not** include any person who lives outside of the United States or Canada.

**Statement of Health (SOH)** means the form you or your Spouse must complete to determine if you or your Spouse can be insured by the Plan. See the *Evidence of Insurability* section under *Your Benefits During a Leave of Absence* for more information on evidence of insurability. In some cases, MetLife may ask for additional information, such as a Physician's report. If the benefits level you choose during first-time enrollment or for a qualifying event is denied due to the SOH, you will automatically be enrolled in the highest benefit amount that does not require a SOH. On other occasions, your coverage will remain at the benefit level in force before the SOH was required. A benefit amount that does not require a SOH is also called the Non-medical Issue Amount.

**Written or Writing** means a record that is on (or transmitted by) either paper or electronic media and that is acceptable to MetLife and consistent with applicable law.