



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10066

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits to this policy subject to the terms and provisions of this policy.

MAINE PAID FAMILY AND MEDICAL LEAVE INSURANCE

This policy is intended to comply with the Maine Paid Family and Medical Leave program, 26 Maine Rev. Stat. Subchapter 6-C and implementing regulations (collectively, "the Act"), and will be interpreted and applied to be consistent with the requirements of the Act. If any provision of the policy conflicts with or violates the Act, the provisions of the Act will control, and the policy will be interpreted and applied to comply with the Act, unless the policy provisions are more advantageous to the Employee in which case the policy terms will prevail.

This policy includes a provision which will reduce benefits received by other income sources. Refer to section REDUCTION OF PAID LEAVE BENEFITS for more information.

Policyholder: Cumberland County

Group Policy No.: 5779337-G-ME

EFFECTIVE DATE

This policy will take effect on May 1, 2026

POLICY ANNIVERSARIES

The first policy Anniversary will be May 1, 2027. Subsequent Policy Anniversaries will be May 1, 2028 and each May 1 thereafter. The policy shall automatically renew on each Policy Anniversary with continued payment of premium.

PREMIUM PAYMENTS

This policy, and the insurance provided under it, is issued in return for the payment of required Premiums.

Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on this policy's Effective Date. Any later Premiums are due quarterly on the first day of each Policy Quarter. These dates are the Premium Due Dates.

MetLife and the Policyholder may agree upon a different frequency for the payment of Premiums. In that case, Premium Due Dates will be adjusted to reflect the agreed upon frequency.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of Maine.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Timothy J. Ring
Secretary

Michel Khalaf
President

GROUP PAID LEAVE INSURANCE POLICY

NON-DIVIDEND PAYING

GPNP25-ME-PFML

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POLICYHOLDER OBLIGATIONS

Private Plan Approval

The Policyholder is responsible for obtaining and maintaining approval of its Maine Paid Family and Medical Leave Insurance private plan from the Department in accordance with the requirements of the Act.

Material changes must receive Written approval from the Department 60 days in advance of the effective date of such requested change. A material change is any change which affects the rights, benefits or protections afforded to Covered Individuals under the Act.

Employee Notices

The Policyholder must post a workplace notice and issue to each newly eligible Employee a notice outlining rights and benefits as required by 24-A Maine Rev. Stat. § 2847-C and 26 Maine Rev. Stat. § 850-I, and as otherwise specified in the Act.

MetLife will furnish notices and forms as required by 24-A Maine Rev. Stat. § 2829-A and 24-A Maine Rev. Stat. § 2847-C. This includes information on:

- other income sources that may reduce policy benefits;
- how Covered Individuals may designate a third party to receive notice of lapse or cancellation of coverage due to nonpayment of premium; and
- requesting reinstatement on the basis that such loss of coverage due to nonpayment of premium was a result of the Covered Individual's cognitive impairment or functional incapacity.

Reporting

The Policyholder must send the Authority quarterly reports that include the Maine count of individuals, their wages earned Maine for each Covered Individual within 30 days after the end of each quarter, and comply with any other reporting requirements under the Act.

Right to Benefits, Accrual, Job Protection, Employee Retaliation

The Policyholder shall comply with the accrual and job protection requirements and retaliation prohibitions under 26 Maine Rev. Stat. § 850-C, 26 Maine Rev. Stat. § 850-J of the Act, along with any other requirements under the Act that apply to employers.

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DEFINITIONS

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

Accrued Paid Leave means leave earned by or otherwise provided to a Covered Individual pursuant to a benefit plan or policy offered by the Policyholder including, but not limited to, sick leave, annual leave, vacation leave, personal leave, compensatory leave or paid time off. Accrued Paid Leave shall not include a (i) disability policy or program of the Policyholder; or (ii) paid family, or medical leave policy of the Policyholder.

Authority means the Paid Family and Medical Leave Benefits Authority, under 26 Maine Rev. Stat § 850-0.

Average Weekly Wage means 1/52 of aggregate total Wages paid in Maine to a Covered Individual during their Base Period.

Base Period means the first 4 of the last 5 completed calendar quarters immediately preceding the first day of a Covered Individual's Benefit Year.

Benefit Year means the 12 month period beginning on the first day of the Calendar Week immediately preceding the first date of approved Family Leave or Medical Leave.

Business Day means any day that is not a Saturday, Sunday or state holiday.

Calendar Week means a period of seven consecutive calendar days, beginning on a Sunday.

Child means the Covered Individual or their Spouse's:

- biological child;
- adopted or foster child;
- stepchild;
- a child to whom the Covered Individual or their Spouse has under legal guardianship;
- a child whose parentage has been determined under the Maine Parentage Act, 19-A Maine Rev. Stat. Chapter 61;
- a child to whom the Covered Individual or their Spouse stands *in loco parentis*; or
- a person to whom the Covered Individual or their Spouse stood in any of the above relationships when the person was a minor child.

Continuing Treatment by a Health Care Provider means as defined in the FMLA, 29 CFR § 825.102 and includes any one or more of the following:

1. Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - a. Treatment by a Health Care Provider two or more times within 30 calendar days of the first day of incapacity, unless extenuating circumstances exist; or

DEFINITIONS (Continued)

Continuing Treatment by a Health Care Provider (Continued)

- b. Treatment by a Health Care Provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the Health Care Provider. Treatment includes examination to determine if there is a Serious Health Condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes a course of prescription medication or therapy requiring specialized equipment to resolve or alleviate the health condition.
 - c. The requirement for treatment by a Health Care Provider means an in-person visit or telehealth visit to a Health Care Provider. An in-person or telehealth visit must take place within seven calendar days of the first day of incapacity.
 - d. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30 calendar day period shall be determined by the Health Care Provider.
 - e. The term extenuating circumstances means circumstances beyond the Covered Individual's control that prevent the follow-up visit from occurring as planned by the Health Care Provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a Health Care Provider determines that a second in-person visit is needed within the 30 calendar day period, but the Health Care Provider does not have any available appointments during that time period.
2. Pregnancy and Prenatal Care. Any period of incapacity due to pregnancy, or for prenatal care.
3. Chronic Conditions. Any period of incapacity or treatment that prevents the Covered Individual from working due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
- a. Requires periodic visits (defined as at least twice per calendar year) for treatment by a Health Care Provider, or by a nurse under direct supervision of a Health Care Provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
4. Permanent or Long-Term Conditions. A period of incapacity that prevents the Covered Individual from working which is permanent or long-term due to a condition for which treatment may not be effective. The Covered Individual or their Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
5. Conditions Requiring Multiple Treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a Health Care Provider or by a provider of health care services under orders of, or on referral by, a Health Care Provider, for:
- a. Restorative surgery after an accident or other injury; or
 - b. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
6. Absences attributable to incapacity under "Continuing Treatment by a Health Care Provider" Sections 2. or 3. above qualify for leave even though the Covered Individual or their Family Member does not receive treatment from a Health Care Provider during the absence, and even if the absence does not last more than three consecutive full calendar days.

DEFINITIONS (Continued)

Continuous Leave means leave occurring in blocks for consecutive dates or weeks.

Covered Individual(s) means those Employees who are members of an eligible class stated in the **EXHIBIT 2 – SCHEDULE OF BENEFITS** and are insured under the policy.

Covered Service Member means:

1. a member of the United States Armed Forces, including the National Guard and the Reserves of the United States Armed Forces, who is:
 - a. undergoing medical treatment, recuperation or therapy or otherwise receiving outpatient treatment; or
 - b. otherwise on the United States Armed Forces' temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty in the United States Armed Forces or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the United States Armed Forces; or
2. a former member of the United States Armed Forces, including the National Guard and the Reserves of the United States Armed Forces, who is undergoing treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in the line of duty in the United States Armed Forces or a serious injury or illness that existed before the beginning the member's active duty and was aggravated by service in the line of duty on active duty in the United States Armed Forces and manifested before or after the member was discharged or released from service.

Days means calendar days.

Department means the Maine Department of Labor.

Domestic Partner means one of 2 unmarried adults, one of whom is a Covered Individual of the Policyholder, who are domiciled together under long-term arrangements that evidence a commitment to remain responsible indefinitely for each other's welfare.

Employee means a person who may be permitted, required or directed by the Policyholder in consideration of direct or indirect gain or profit to engage in any employment in the state of Maine. The term does not include independent contractors.

Employer means the Policyholder shown on the face page of this policy and any subsidiaries, affiliates, divisions, branches or other similar entities of the Policyholder as set forth in the Exhibits to this policy.

Employment means a service performed for wages.

Employment Benefits means all benefits provided or made available to Covered Individuals by a Policyholder, including, but not limited to group life insurance, health insurance, disability insurance, sick leave, annual or vacation leave, education benefits and pensions.

Exhibit means any attachment to this policy referred to in the Schedule of Exhibits. Exhibits to this policy include a Schedule of Initial Premium Rates; a Schedule of Benefits; and a list of Policyholder subsidiaries, affiliates, divisions, branches or other similar entities; and such other attachments as agreed to by MetLife and the Policyholder.

DEFINITIONS (Continued)

Family Leave means leave taken by the Covered Individual for any of the leave reasons noted below:

- to bond with the covered individual's Child during the first 12 months after the Child's birth or the first 12 months after the placement of the Child for adoption or foster care with the covered individual;
- to take care of a Family Member with a Serious Health Condition;
- to attend to a Qualifying Exigency;
- to care for a Family Member of the Covered Individual who is a Covered Service Member;
- to take Safe Leave;
- the placement of a Child 16 years of age or less with the employee or with the employee's Domestic Partner in connection with the adoption of the Child by the Covered Individual or the Covered Individual Domestic Partner;
- to take care of a Child, Domestic Partner's Child, Grandchild, Domestic Partner's Grandchild, Parent, Domestic Partner, Sibling or Spouse with a Serious Health Condition;
- the donation of an organ of that Covered Individual for a human organ transplant; or
- the death or Serious Health Condition of the Covered Individual's Spouse, Domestic Partner, Parent, Sibling or Child if the Spouse, Domestic Partner, Parent, Sibling or Child as a member of the state military forces, as defined in Title 37-B, section 102, or the United States Armed Forces, including the National Guard and Reserves, dies or incurs a Serious Health Condition while on active duty.

Family Leave Benefits means wage replacement paid to a Covered Individual while the Covered Individual is on Family Leave.

Family Member means a Parent, Child, Spouse, Domestic Partner, Sibling, Grandchild, Grandparent, and any individual with whom the Covered Individual has a Significant Personal Bond or that is like a family relationship, regardless of biological or legal relationship.

FMLA means the federal Family and Medical Leave Act, 29 U.S.C. §§ 2601, et seq. and the regulations promulgated thereunder.

Grandchild means the Covered Individual's or their Spouse's Child of a Child including legal grandchild, biological grandchild, adoptive grandchild, foster grandchild, step grandchild or de facto grandchild.

Grandparent means the Covered Individual's or their Spouse's Parent of a Parent including a legal grandparent, biological grandparent, adoptive grandparent, foster grandparent, step grandparent or de facto grandparent.

Good Cause means:

- a Serious Health Condition that results in an unanticipated and prolonged period of incapacity and that prevents an individual from timely filing an application for benefits or a request for reconsideration;
- a demonstrated inability to reasonably access a means to file an application or to request reconsideration in a timely manner, such as an inability to file an application or request for reconsideration due to a natural disaster or a significant and prolonged closure of Our offices;
- a Serious Health Condition of a Family Member that requires the unanticipated and prolonged presence of the applicant filing an application or request for reconsideration and that prevents the applicant from timely filing an application for benefits or a request for reconsideration;

DEFINITIONS (Continued)

Good Cause (Continued)

- physical, intellectual, linguistic or other limitations including limited understanding of English that prevents the timely filing of an application or request for reconsideration; or
- circumstances beyond the control of the applicant filing the application or requesting a reconsideration that made it impossible to timely file the application or request a reconsideration despite making a reasonable effort to do so.

Health Care Provider means an individual licensed to practice medicine, surgery, dentistry, chiropractic, podiatry, midwifery or osteopathy or any other individual capable of providing health care services and includes but is not limited to all providers identified in 29 C.F.R § 825.125.

Independent Contractor has the same meaning as 26 Maine Rev. Stat. § 1043 (11) (E).

Intermittent Leave means a Covered Individual taking varying periods of leave and returning to work throughout a period of approved covered leave time. Intermittent Leave may be planned (i.e., for routine appointments) or unplanned (i.e., for a flare-up of a Serious Health Condition).

Medical Leave means leave due to a Serious Health Condition that makes the Covered Individual unable to work.

Medical Leave Benefits means wage replacement paid to a Covered Individual while the Covered Individual is on Medical Leave.

Paid Leave Benefits means the wage replacement benefits provided under this policy paid to the Covered Individual periodically as described in the **EXHIBIT 2 – SCHEDULE OF BENEFITS** while the Covered Individual is on leave for a Qualifying Reason.

Parent means the Covered Individual's or their Spouse's legal parent, biological parent, adoptive parent, foster parent, step parent, de facto parent or legal guardian, or an individual who stood *in loco parentis* to a Covered Individual or Spouse when the Covered Individual or Spouse was a minor child.

Policy Anniversary means each of the policy Anniversary dates as set forth in the policy Anniversaries provision on the policy face page. The Policy Anniversary is also the renewal date of the policy.

Policy Quarter means the three month period beginning on the Effective Date shown on the face page of this policy. Subsequent Policy Quarters will begin on the same day of each subsequent month.

Subsequent policy Periods may be agreed to by MetLife and the Policyholder.

Policyholder means the entity listed as the Policyholder on the face page of this policy.

Premium means the amount that must be paid to MetLife for the insurance provided under this policy.

Premium Due Date is defined on the face page of this policy.

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

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

Proof must be provided at the claimant's expense.

DEFINITIONS (Continued)

Qualifying Exigency means an exigency determined pursuant to the FMLA.

Qualifying Reason means any leave qualifying for Family Leave or Medical Leave under the policy.

Reduced Leave Schedule means a leave schedule that reduces a Covered Individual's usual number of days per workweek, or hours per workday on a planned and consistent basis.

Safe Leave may be taken for the purposes stated in 26 Maine Rev. Stat. § 850-A(26) and means any leave taken because the Covered Individual or the Covered Individual's Family Member is a victim of violence, assault, sexual assault under 17-A Maine Rev. Stat. Chapter 11, stalking or any act that would support an order for protection under 19-A Maine Rev. Stat. Chapter 103. Safe Leave applies if the Covered Individual is using the leave to protect the Covered Individual or the Covered Individual's Family Member by:

- seeking an order for protection under 19-A Maine Rev. Stat. Chapter 103;
- obtaining medical care or mental health counseling for the Covered Individual or for the Covered Individual's Family Member to address physical or psychological injuries resulting from the act of violence, assault, sexual assault or stalking or act that would support an order for protection under 19-A Maine Rev. Stat. Chapter 103;
- making the Covered Individual's or the Covered Individual's Family Member's home secure from the perpetrator of the act of violence, assault, sexual assault or stalking or act that would support an order for protection under 19-A Maine Rev. Stat. Chapter 103 or seeking new housing to escape the perpetrator; or
- seeking legal assistance to address issues arising from the act of violence, assault, sexual assault or stalking or act that would support an order for protection under 19-A Maine Rev. Stat. Chapter 103 or attending and preparing for court-related proceedings arising from the act or crime.

Scheduled Workweek means the number of hours a Covered Individual is scheduled to work in a particular week. For the purposes of this policy, a salaried employee as defined by 26 Maine Rev. Stat. § 663 (3) (K) have a scheduled workweek of 40 hours, Monday-Friday, 8 hours per day.

Serious Health Condition means an illness, injury, impairment, pregnancy, recovery from childbirth or physical, mental or psychological condition that involves inpatient care in a hospital, hospice or residential medical care center or continuing treatment by a Health Care Provider.

Sibling means the Covered Individual's or their Spouse's legal sibling(s), biological sibling(s), adoptive sibling(s), stepsibling(s), foster sibling(s) or de facto sibling(s).

Significant Personal Bond means a relationship with another individual when examined under the totality of the circumstance, is like a family relationship, regardless of biological or legal relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

- shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;
- emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;
- the expectation to provide care because of the relationship or the prior provision of care;
- cohabitation and its duration and purpose;
- geographic proximity; and
- any other factor that demonstrates the existence of a family-like relationship.

DEFINITIONS (Continued)

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

Spouse means an individual who is lawfully married to the Covered Individual and includes Domestic Partners and individuals who are in a legal union that was validly formed in any state or jurisdiction and that provides substantially the same rights, benefits and responsibilities as a marriage.

State Average Weekly Wage means the average weekly wage as published by the Department for the state of Maine as a whole for the 12 most recently reported months.

Tier 1 Benefits means the percentage of wage replacement a Covered Individual is entitled to earn on Wages up to 50% of the State Average Weekly Wage.

Tier 2 Benefits means the percentage of the wage replacement a Covered Individual is entitled to earn on Wages that is more than 50% of the State Average Weekly Wage.

Wages mean all remuneration for personal services, including tips and gratuities, severance and terminal pay, commissions, and bonuses, but does not include remuneration for services performed by an independent contractor as defined by 26 Maine Rev. Stat. § 1043 (11) (E). Wages are calculated in the same manner as Maine unemployment wages in 26 Maine Rev. Stat. § 1043 (19)(B-E) except that employees subject to wages include all employees with the exception of Section II (B) of these rules, and excludes wages above the base limit established annually by the federal Social Security Administration for purposes of the federal Old-Age, Survivors, and Disability Insurance program limits pursuant to 42 U.S.C. § 430. Wages include remuneration for services performed in the state or wages which are otherwise subject to Maine unemployment tax pursuant to 26 Maine Rev. Stat. § 1043 (11) (A) and (D).

For purposes of this policy, Wages are limited to compensation from the Policyholder.

We, Us and Our mean MetLife.

Written or Writing means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

EFFECTIVE DATE OF INSURANCE ON COVERED INDIVIDUALS

Date Insurance on a Covered Individual Takes Effect

Insurance on a member of the eligible class(es) stated in **EXHIBIT 2 – SCHEDULE OF BENEFITS** will take effect on the later of:

1. the policy Effective Date; and
2. date such person becomes eligible.

Date Insurance on a Covered Individual Ends

Insurance on a Covered Individual will end on the earliest of:

1. the date this policy ends; or
2. the end of the period for which the last premium has been paid for the Covered Individual; or
3. the date such person ceases to qualify as a Covered Individual

PAID LEAVE BENEFITS

Eligible Class(es), durations of Paid Leave Benefits and benefit amounts provided under this policy are described in **EXHIBIT 2 – SCHEDULE OF BENEFITS**.

Eligible Paid Leave

If the Covered Individual has a Qualifying Reason while insured, Proof of such Qualifying Reason must be sent to Us, when requested by Us. When We receive such Proof, We will review the claim as described in the **FILING A CLAIM** section. If We approve the claim, We will pay Paid Leave Benefits up to the Maximum Period of Paid Leave shown in the **EXHIBIT 2 – SCHEDULE OF BENEFITS**, subject to the subsection "Date Benefit Payments End".

If the Covered Individual claims a period of Paid Leave on account of more than one Qualifying Reason, the Covered Individual's Paid Leave Benefits as shown in the **EXHIBIT 2 – SCHEDULE OF BENEFITS** will not increase.

In any Benefit Year, the Covered Individual may take up to the Total Aggregate Maximum Period of Paid Leave stated in the **EXHIBIT 2 – SCHEDULE OF BENEFITS**.

Refer to the section entitled **REDUCTION OF PAID LEAVE BENEFITS** for information on how other leaves or benefits may impact Paid Leave Benefits.

Continuous Leave, Intermittent Leave or Reduced Leave Schedule

A Covered Individual may take leave on a Continuous Leave, an Intermittent Leave or a Reduced Leave Schedule as follows:

- Continuous Leave may be taken in blocks for consecutive days or weeks;
- Intermittent Leave may be taken in increments equaling not less than one scheduled workday; and
- Reduced Leave Schedule may be taken as agreed to by the Covered Individual and the Policyholder in increments of not less than one hour.

PAID LEAVE BENEFITS (Continued)

Benefit Payment

If We approve the claim, benefits will begin to accrue on the next scheduled workday. We will make benefit payments weekly so long as the Covered Individual remains on an approved leave. Refer to the section entitled **FILING A CLAIM** for more information. Approved benefits may be paid to the Covered Individual by direct deposit into a checking or savings account in a financial institution in the United States or by paper check.

The leave allotment shall be based on the Covered Individual's Scheduled Workweek with the Policyholder. Paid Leave Benefits will be based on the Covered Individual's Average Weekly Wage in effect at the beginning of an approved leave. Once the weekly benefit amount is established for a claim it will remain consistent through the life of the claim, subject to the section **REDUCTION OF PAID LEAVE BENEFITS** below.

For each Benefit Year, Paid Leave Benefits are not payable to a Covered Individual for the first 7 consecutive calendar days of a Medical Leave.

Benefits will be prorated for Covered Individuals taking leave for less than a full week. In addition, the Paid Leave Benefit amount will be reduced in direct proportion to an Intermittent Leave or Reduced Leave Schedule. For any leave for less than a full week, the amount of time taken as leave will be divided by the amount of time the Covered Individual was scheduled to work for the Policyholder in the week. The Covered Individual's prorated benefit amount shall be calculated separately for each week in which the Covered Individual reports use of leave equaling less than a full Scheduled Workweek.

In any case, Paid Leave Benefits will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which We are liable. Any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of Proof.

Upon the Covered Individual's death, We will pay any amount that is or becomes due to the Covered Individual's estate. Any periodic payments owed to the Covered Individual's estate may be paid in a single sum.

Any payment made in good faith will discharge Us from liability to the extent of such payment.

Policyholder Reimbursement

Paid Leave Benefits are payable to the Covered Individual. However, if the Policyholder makes payments to the Covered Individual during a period of leave for a Qualifying Reason:

- for which benefits are otherwise payable under this policy; and
- such payments are equal to or greater than the amount provided under this policy,

the Policyholder may be reimbursed out of any benefits due or to become due under the policy. The Policyholder must request reimbursement for Paid Leave Benefits prior to the date such benefit payments begin. We will not pay benefits to the Covered Individual for any period of leave for which reimbursement benefits are paid to the Policyholder. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Payments by the Policyholder to the Covered Individual must be consistent with the Act. The Policyholder may not, under any circumstance, seek to recoup from the Covered Individual the difference between the reimbursement amount and Wages paid during a period of leave for a Qualifying Reason. Any reimbursement arrangement cannot diminish or affect any rights of or benefits owed to the Covered Individual.

Reimbursement is not available for Policyholder-provided Accrued Paid Leave.

PAID LEAVE BENEFITS (Continued)

Date Benefit Payments End

Paid Leave Benefit payments will end on the earliest of:

- the end of the Maximum Period of Paid Leave;
- the end of the period of leave for which the Covered Individual is approved for Paid Leave Benefits;
- the date the Covered Individual no longer has a Qualifying Reason;
- the date the Covered Individual returns to work during a period of Continuous Leave;
- the date the Covered Individual dies; or
- the date the Covered Individual fails to provide required Proof of the continuing Qualifying Reason for which the Paid Leave Benefits were approved.

REDUCTION OF PAID LEAVE BENEFITS

Paid Leave Benefits may be reduced by the amount of Wages or wage replacement that a Covered Individual receives for that period under any of the following while on Family Leave or Medical Leave:

- a government program or law, including, but not limited to, unemployment insurance under Title 26 of the Maine Rev. Stat. and worker's compensation other than for compensation received under 39-A Maine Rev. Stat. § 213 for an injury that occurred prior to the Family Leave or Medical Leave claim, or under other state or federal temporary or permanent benefits law;
- supplemental payments received from the Policyholder's salary continuation or short term disability program or policy which when combined with Paid Leave Benefits exceeds the Covered Individual's typical weekly wage; or
- a permanent disability policy or program of the Policyholder.

The Total Aggregate Maximum Period of Paid Leave Benefits as shown in **EXHIBIT 2 – SCHEDULE OF BENEFITS** will be reduced by any leave taken under the FMLA or leave under the Maine Family Medical Leave Requirements Act (26 Maine Rev. Stat. § 844) that was not taken concurrently with Medical Leave or Family Leave under this policy in the 12 month period preceding the start of leave.

However, any leave taken by the Covered Individual for the same Qualifying Reason prior to May 1, 2026, shall not count against the Covered Individual's benefit amount and/or leave allotment under this policy.

EXCLUSIONS

No Paid Leave Benefits are payable under this policy for:

1. a period of leave:
 - occurring before the Covered Individual's insurance takes effect;
 - commencing after the Covered Individual's insurance ends; or
2. more than one Qualifying Reason for any one segment of time.

FILING A CLAIM

Notice to the Policyholder

A Covered Individual must give reasonable notice to the Policyholder before a planned leave for a Qualifying Reason. 30 days' Written notice shall be deemed reasonable.

In the case of an emergency, illness or other sudden necessity, the Covered Individual should make a good faith effort to provide Written notice to the Policyholder of their intent to use leave as soon as is feasible. If the Covered Individual is incapacitated, notice may be provided by a Family Member or Health Care Provider on behalf of the Covered Individual.

Failure to give notice within such time shall not invalidate nor reduce any claim, if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

The Written notice should include the following information;

- the Qualifying Reason;
- whether the leave is Continuous Leave, Intermittent Leave, or Reduced Leave Schedule;
- actual or anticipated timing and duration of leave; and
- any other relevant information regarding the Covered Individual's need to take leave.

Submitting a Claim

To request Paid Leave Benefits, an applicant must submit a claim, which includes any required Proof, in a manner approved by Us. The applicant must submit all information and documentation requested by Us that is reasonably necessary to determine eligibility for such leave. Requested information may include, as applicable to the type of leave requested:

- personal identity;
- identity of a Family Member if the applicant is applying for Family Leave;
- information regarding the existence of a Significant Personal Bond, if the applicant is applying for Family Leave to care for an individual with a Serious Health Condition with whom the applicant has a Significant Personal Bond;
- reason for leave;
- proposed scheduling of leave, including the first day of missed work and the expected duration of leave;
- documentation from a Health Care Provider of the applicant's own Serious Health Condition including anticipated duration of leave if seeking Medical Leave;
- documentation from a Health Care Provider of the Family Member's Serious Health Condition including anticipated duration of leave if seeking Family Leave;
- for Safe Leave, a statement that the applicant meets the requirements for Safe Leave as set forth in the Act; or
- other information and documentation reasonably requested by Us.

We may require subsequent Proof for the continuance of the Qualifying Reason at such intervals as We may reasonably require.

FILING A CLAIM (Continued)

Submitting a Claim (Continued)

Claims may be submitted up to 60 days prior to the start date of leave, but no later than 90 days after the start date of such leave.

If a claim is received after 90 days from the start date of a leave, We may waive the claim deadline if Good Cause exists.

Each claim must include a Signed statement attesting the information provided in support of the claim is true and correct to the best of the applicant's knowledge.

We will notify the Policyholder of the claim submission within 5 Business Days of receipt.

Authorization and Consent

The claim should include a Signed authorization from:

- the applicant for their own Serious Health Condition; or
- a Family Member in the case of the applicant's claim for leave to care for a Family Member with a Serious Health Condition,

allowing Us to request medical information from a Health Care Provider as part of the claim process. Failure to provide a Signed authorization means the applicant will be responsible to provide all required medical information from the Health Care Provider, which may delay processing of the claim.

Claim Determination

We will review a complete claim and issue a determination to the applicant. If a claim is incomplete, We will provide the applicant an opportunity to provide outstanding Proof. Such Proof must be provided within 10 days of Our request. Failure to provide Proof which is reasonably necessary to make a claim determination may result in a delay in processing or a denial of a claim.

We may deny a claim for incomplete information only if such information is reasonably necessary to determine whether the applicant is eligible for benefits under the Act, and the extent and timing of such benefits.

If a claim is approved for benefits, We will notify the applicant and the Policyholder in Writing within 5 Business Days of the approval date and provide the following information:

- benefit amount;
- the Qualifying Reason;
- amount of time for which the leave has been approved;
- timing for which benefits will be paid; and
- Our contact information.

If a claim is not approved for benefits, We will notify the applicant and the Policyholder in Writing and provide the reason for denial in the notification. Our notice will also inform the applicant they are entitled to request a reconsideration of Our decision by notifying Us in Writing within 15 Business Days from the date the notification is issued.

FILING A CLAIM (Continued)

Reconsideration and Appeals

If We deny a claim in whole or in part, the applicant may submit to Us a request for reconsideration of the decision. Requests for reconsideration must be in Writing and identify the denial being reconsidered, a summary of the basis for the request for reconsideration, and include any documentation necessary to support the request for reconsideration. We will notify the Policyholder of the applicant's request for reconsideration.

Once all information is received, We will review the reconsideration request. The person reviewing the reconsideration will not be the same person as the person who made the initial decision to deny the claim. We will notify the applicant and the Policyholder in Writing of the outcome of the reconsideration request within 15 Business Days of Our receipt of a complete request.

If reconsideration results in a denial of benefits, We will state the reason for the denial in Writing. The applicant may appeal the reconsideration decision to the Department in Writing pursuant to Code of Maine Rules, 12-702-001, Section XV, within 15 Business Days from the date We issue Our decision. At its discretion, the Department may extend the period within which an appeal may be filed, not to exceed an additional 15 Business Days.

The Department will review appeals in accordance with the Act, as specified in Code of Maine Rules, 12-702-001, Section XV, and as specified elsewhere in the Act. The Department's determination will be binding for all parties involved.

Overpayments

Recovery of Overpayments

We have the right to recover any overpayments. An overpayment occurs if:

- the total amount paid by Us on a claim is more than the total of the benefits due under this policy; or
- payment We made should have been made by another group plan or the Maine state plan established under the Act.

If such overpayment occurs, the Covered Individual has an obligation to reimburse Us. Our rights and the Covered Individual's obligations in this regard are described in the reimbursement agreement that the Covered Individual is required to sign when submitting a claim for benefits under this policy. This agreement:

- confirms that the Covered Individual will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of other income.

How We Recover Overpayments

We may recover the overpayment by:

- stopping or reducing any future benefits payable to the Covered Individual or any other payee under this policy;
- demanding an immediate refund of the overpayment from the Covered Individual; and,
- taking legal action.

FILING A CLAIM (Continued)

Overpayments (Continued)

How We Recover Overpayments (Continued)

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

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

PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in the Exhibits to this policy.

Computation of Premiums

The Premium due on any Premium Due Date is determined by the total amount of insurance provided under this policy, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

Computation of Premiums for Changes in Insurance

For insurance that takes effect on the first day of a Policy Quarter, Premium will be charged from the first day of that Policy Quarter. For insurance that takes effect after the first day of a Policy Quarter, Premium will be charged from the first day of the next Policy Quarter. However, if a policy amendment is required for such insurance, Premium will be charged as of the date such insurance takes effect.

If insurance ends because this policy ends or because insurance for a class of persons ends, Premium for such insurance will be charged to the date it ends. If insurance ends for any other reason, Premium will be charged to the end of the Policy Quarter in which such insurance ends.

Right to Change Premium Rates

Except as may be required by any Rate Guarantee Period, MetLife may change Premium rates on any date on or after the first Policy Anniversary Date; this will be done no more frequently than every **12** months and only if MetLife notifies the Policyholder, in Writing, at least **31** days before such change.

In addition to the above and notwithstanding any rate guarantee period, MetLife may change Premium rates at any time for changes which materially affect the risk or cost assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;
2. when a class of Covered Individuals is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
4. when there is a significant change in the geographic distribution of Covered Individuals;
5. when applicable law or regulatory requirements or the administration of such law or regulatory requirements:
 - a. requires a change in:
 - i. the insurance provided by this policy; and/or
 - ii. a class or classes of persons eligible for insurance under this policy; and/or
 - iii. the rate of employee or employer contributions;
 - b. results in a change in the amount of benefits paid under this policy; or
 - c. requires additional tax(es) to be paid.

PREMIUM RATES (Continued)

Right to Change Premium Rates (Continued)

6. when a Premium Due Date coincides with or next follows:
 - a. a change greater than **5%** in the number of Covered Individuals since the later of the policy Effective Date and the last date Premium rates were changed; or
 - b. a change greater than **5%** in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.
7. on any other date agreed to by MetLife and the Policyholder.

New Premium rates will apply only to Premiums that become due on or after the date the rate change takes effect.

Performance Guarantee (Rate Reduction for Failure to Provide Service Levels)

At the end of a policy Period, MetLife may reduce the Policyholder's Premium for such policy Period as the result of its failure to provide the service levels agreed to in Writing by an officer of MetLife and the Policyholder. The Premium will be reduced by an amount not to exceed **3.0%** of the Premium earned during the policy Period. That percentage of a refund greater than the Policyholder's proportional share of the total cost must be used to benefit its Covered Individuals.

GRACE PERIOD

Each premium due may be paid up to **31** days after its Premium Due Date. This period is known as the grace period. The insurance provided by this policy for which premium has not been paid will stay in effect during the grace period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, such insurance will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder by the end of the grace period, such insurance will continue in effect until the date notice is given.

Policyholder's intent to end insurance during a grace period

The Policyholder may notify MetLife in Writing prior to the end of a grace period of its intent to end this policy or insurance coverage provided under it before the end of such grace period. In this case, this policy or such insurance will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

The Written notice to be given by MetLife and required by the first paragraph of this provision will not be necessary if the Policyholder replaces the insurance provided by this policy for which premium has not been paid with other group insurance or the Policyholder notifies MetLife of its intent to end this policy or such insurance.

Grace period extensions

MetLife may extend a grace period by giving Written notice to the Policyholder. Such notice will state the date insurance will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder may end this policy by giving **31** days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

The Policyholder may end this policy prior to expiration of the approved substitution period with approval from Department of a significant direct negative business impact in accordance with Code of Maine Rules, 12-702-001, Section XIII.

MetLife may end this policy as follows:

1. for non-payment of Premium, as set forth in the Grace Period provisions;
2. on any Premium Due Date, by giving the Policyholder **60** days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or
3. on any policy Anniversary, by giving the Policyholder 180 days advance Written notice.

The Policyholder shall notify the Department of the cancellation or nonrenewal at least 10 days before the termination takes effect.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

GENERAL PROVISIONS

Entire Contract

The entire contract is made up of the following:

- this policy and its Exhibits;
- the Policyholder's application; and
- all amendments and endorsements to this policy, if any.

GENERAL PROVISIONS (Continued)

Policy Changes or Waivers

The terms and provisions of this policy may be changed, either by amendment or endorsement.

1. The policy may be changed by amendment upon the mutual agreement of MetLife and the Policyholder. Such amendment must be in Writing and Signed by an officer of MetLife and by an authorized representative of the Policyholder.
2. The policy may be changed by an endorsement issued by MetLife without the consent of the Policyholder. Such endorsement must be in Writing and Signed by an officer of MetLife. The use of endorsements is limited to:
 - a. changes made in response to:
 - applicable local, state or federal law or regulation, or Department requirements;
 - a change in applicable local, state or federal law or regulation, or Department requirements; or
 - the administration of applicable local, state or federal law or regulation, or Department requirements;
 - b. reflect changes in MetLife's administrative practices;
 - c. reflect policy liberalizations to the extent that they do not increase Premiums;
 - d. incorporate provisions agreed upon prior to issuance of this policy; and
 - e. reflect the exercise of a right or rights set forth under the terms of the policy.

Changes to the policy may be made without the consent of the Covered Individuals or anyone else with a beneficial interest in it. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement may be effective retroactively if such retroactivity is not prohibited by applicable law.

Material changes must receive Written approval from the Department 60 days in advance of the effective date of such requested change. A material change is any change which affects the rights, benefits or protections afforded to Covered Individuals under the Act.

An officer of MetLife must approve in Writing any waiver of the terms and provisions of this policy.

A sales representative or other MetLife employee, who is not an officer of MetLife does not have MetLife's authority to approve changes or waivers. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Incontestability: Statements Made by the Policyholder

Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such a statement to contest insurance after such insurance has been in force for 2 years from its effective date. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application.

GENERAL PROVISIONS (Continued)

Incontestability: Statements Made by Covered Individuals

Any statement made by a Covered Individual or a Covered Individual's legal representative will be considered a representation and not a warranty.

Medical evidence of insurability will not be required. Any statement made by a Covered Individual which relates to such insurability will not be used:

- to contest the validity of the insurance benefits; or
- to reduce the insurance benefits.

Assignment

This policy is not assignable except and to the extent such assignment may be agreed to by MetLife.

Information Needed and Policy Administration

All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- must be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder or as required by applicable law and/or regulations;
- will be provided, maintained and administered as agreed to in Writing by an officer of MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements.

Misstatement of Age

If a Covered Individual's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust Premiums and/or benefits.

Non-Dividend Paying

This policy does not pay dividends.

Conformity with Law

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

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Initial Premium Rates	All Covered Individuals	05/01/2026
2	Schedule of Benefits	All Covered Individuals	05/01/2026
3	List of Policyholder's Subsidiaries, Affiliates, Divisions, Branches and Other Similar Entities	All Covered Individuals	05/01/2026

EXHIBIT 1

SCHEDULE OF INITIAL PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

0.83% of each Covered Individual's Wages

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision, these Premium rates will be in effect for the **24** month period which begins on **04/30/2028**.

EXHIBIT 2

SCHEDULE OF BENEFITS

Eligible Class 1

All current Employees of the Policyholder who earned at least 6 times the State Average Weekly Wage in Wages during the individual's Base Period and meets the administrative requirements outlined in the policy.

Duration of Paid Leave

Refer to the section entitled **PAID LEAVE BENEFITS** for additional information.

Waiting Period.....

For Medical Leave

7 Calendar Days per Benefit Year

For Family Leave

None

Maximum Period of Paid Leave Benefits

For Medical Leave

Up to 12 weeks of Paid Leave benefits in any Benefit Year, less any applicable Waiting Period.

For Family Leave

Up to 12 weeks of Paid Leave benefits in any Benefit Year for any one or more reasons within the definition of Family Leave.

Total Aggregate Maximum Period of
Paid Leave Benefits

For each Benefit Year, no more than 12 weeks for
Medical Leave and Family Leave combined.

Weekly Benefit Amount

An amount equal to:

Tier 1 Benefits:

- 90% of the Covered Individual's Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage rounded up to the nearest whole dollar; plus

Tier 2 Benefits:

- 66% of the Covered Individual's Average Weekly Wage that is more than 50% of the State Average Weekly Wage rounded up to the nearest whole dollar.

Refer to the sections entitled **PAID LEAVE BENEFITS** and **REDUCTION OF PAID LEAVE BENEFITS** for additional information.

EXHIBIT 2 (Continued)

SCHEDULE OF BENEFITS (Continued)

Maximum Weekly Benefit.....	An amount equal to the State Average Weekly Wage. In no event will the Maximum Weekly Benefit be other than as determined by the Authority pursuant to the Act.
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Contributions

The Policyholder may require Covered Individuals make a contribution toward premiums for the insurance provided under this policy, not to exceed the employee contribution limit as specified in 26 Maine Rev. Stat. § 850-F, and as otherwise specified in the Act.

EXHIBIT 3

LIST OF POLICYHOLDER SUBSIDIARIES, AFFILIATES, DIVISIONS, BRANCHES AND OTHER SIMILAR ENTITIES

The subsidiaries, affiliates, divisions, branches and other similar entities listed below are included for insurance under this policy as of the effective dates shown below. The Policyholder acts for all listed subsidiaries, affiliates, divisions, branches and other similar entities in all matters of this policy. Such actions bind all listed subsidiaries, affiliates, divisions, branches and other similar entities.

MetLife and the Policyholder may, from time to time, agree to change this list. If change is needed, a policy amendment will be issued and attached to this policy to reflect the change to this Exhibit.

**Name/Address of Subsidiary, Affiliate, Division,
Branch and Other Similar Entity**

Effective Date

THE PRECEEDING PAGE IS THE END OF THE POLICY.

**THE FOLLOWING IS ADDITIONAL NOTICE INFORMATION TO
BE SHARED WITH EACH NEWLY ELIGIBLE EMPLOYEE.**

NOTICES FOR MAINE EMPLOYEES

REDUCTION OF PAID LEAVE BENEFITS

Maine's Paid Family and Medical Leave (PFML) law allows for a reduction of PFML benefits by the amount of wages or wage replacement you receive from other income sources. Allowable reductions from other income sources may include:

1. a government program or law, including, but not limited to, unemployment insurance under Title 26 of the Maine Rev. Stat. and worker's compensation other than for compensation received under 39-A Maine Rev. Stat. § 213 for an injury that occurred prior to the Family Leave or Medical Leave claim, or under other state or federal temporary or permanent benefits law;
2. supplemental payments received from an employer's salary continuation or short term disability program or policy, which when combined with Maine's PFML benefits exceeds your typical weekly wage; or
3. a permanent disability policy or program of an employer, such as long term disability.

Please check your employer's group policy to confirm which of the above reductions apply.

THIRD PARTY DESIGNATION IN THE EVENT OF LAPSE DUE TO NONPAYMENT OF PREMIUM

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 request and complete a "Third-Party Notice Request Form" and return 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. Obtain a Third-Party Notice Request Form from your employer. You may also obtain the form directly from MetLife by calling 1-888-608-6665. 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.