



MetLife®

Group Long Term Disability

10-499 Covered Lives

Standard Definitions

Disability

“Disabled” or “disability” means that, due to sickness or as a direct result of accidental injury, the employee is receiving appropriate care and treatment and complying with the requirements of such treatment, and:

- During the Elimination Period and throughout the next 24 months of Sickness or accidental injury, the employee is unable to earn more than 80% of predisability earnings at his/her own occupation from any employer in the local economy; and
- After such period, the employee is unable to earn more than 60% of predisability earnings from any employer in the local economy at any gainful occupation for which the employee is reasonably qualified taking into account training, education and experience.

Own Occupation

“Own Occupation” means the essential functions the employee regularly performs that provide his/her primary source of earned income.

Predisability Earnings

Predisability earnings means gross salary or wages the employee is earning from the employer as of the employee’s last day of active work before the disability

began. This amount is calculated on a monthly basis. Predisability earnings do not include:

- Awards and bonuses;
- Commissions;
- Overtime pay;
- The grant, award, sale, conversion and/or exercise of shares of stocks or stock options;
- The employer’s contributions on the employee’s behalf to any deferred compensation arrangement or pension plan; or
- Any other compensation from the employer.

Standard Features

Rehabilitation Incentives

Rehabilitation Program Incentive

10% increase in the monthly benefit if participating in an approved rehabilitation program.

Work Incentive

Allows employees to work while disabled and receive up to 100% of indexed predisability monthly earnings (including the disability benefit, other income benefits and return-to-work earnings). After the first 24 months following the Elimination Period, benefits are reduced by 50% of return-to-work earnings.

Family Care Incentive

While participating in an approved rehabilitation program and during the first 24 months of benefit payments, MetLife will reimburse the employee for up to \$400 monthly for eligible family care expenses incurred for each eligible family member.

Moving Expense Incentive

Provides reimbursement for expenses incurred in order to move to a new residence if recommended as part of the approved rehabilitation program.

Zero Day Residual

If the employee continues to meet the Definition of Disability, the elimination period may be satisfied during part-time employment.

Temporary Recovery

During the Elimination Period: Allows the employee to return to active work for 30 work days without needing to satisfy a new Elimination Period if disabled again for the same or related condition.

Once Benefits Become Payable: Allows the employee to return to active work for 180 continuous days and then, if he/she becomes disabled again for the same or related condition, the employee will not have to meet a new Elimination Period.

Continuity of Coverage

The intent of continuity of coverage, as described in Special Rules for Groups Previously Insured Under a Plan of Disability Income Insurance, is to ensure that an employee who was insured for group LTD coverage by a prior carrier will neither lose nor gain coverage solely as a result of the employer's decision to change carriers.

Waiver of Premium

Premium payments for disabled employees are waived while benefits are payable.

Indexing

Helps mitigate the effects of inflation by increasing predisability earnings which are used to determine eligibility for disability. Allows individuals to earn more from rehabilitative or other permitted work while still qualifying for disability.

Claims Services

Disability Management Services	On-Site Resources Used
Focus on abilities to encourage return to work, where appropriate	Case Manager Nurse Consultant Vocational Rehabilitation Consultant
Clinical approach to case management	Medical Director Nurse Consultant Vocational Rehabilitation Consultant Clinical Specialty Unit Independent Physician Consultant
Job site accommodation services	Nurse Consultant Vocational Rehabilitation Consultant
Social Security application and appeals assistance (where appropriate)	Social Security Specialist

Optional Features

Single Sum Payment in the Event of Death

If the employee dies while disabled and receiving a monthly benefit, proof of death must be sent to MetLife. When proof is received, MetLife will pay a benefit amount equal to 3 times the lesser of:

- The monthly net benefit received for the calendar month immediately preceding the death;
- The monthly net benefit received for the calendar month immediately preceding the terminal illness if the monthly benefit amount was increased due to the terminal illness, if applicable; or
- The monthly net benefit the employee was entitled to receive for the month the employee died, if death occurs during the first month that disability benefits are payable (other options available).

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

Note: This benefit may be accelerated if the terminal illness benefit is present and the employee is diagnosed as terminally ill, if applicable.

Monthly Payment in the Event of Death

If the employee dies while disabled and receiving a monthly benefit, proof of death must be sent to MetLife. When proof is received, MetLife will pay an additional monthly benefit amount equal to 66 2/3% of the lesser of:

- The monthly net benefit received for the calendar month immediately preceding the death;
- The monthly net benefit received for the calendar month immediately preceding the terminal illness if the monthly benefit amount was increased due to the terminal illness, if applicable; or
- The monthly net benefit the employee was entitled to receive for the month the employee died, if death occurs during the first month that disability benefits are payable.

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

This additional benefit will be paid monthly for a period of 24 months (12-month option also available.) Payments will begin one month after the date of the last monthly benefit payment before the employee's death.

Note: This benefit may be accelerated if the terminal illness benefit is present and the employee is diagnosed as terminally ill, if applicable.

Terminal Illness

If the employee becomes terminally ill while disabled and is entitled to receive benefit payments under this plan, MetLife must have proof of the employee's terminal illness. Upon receipt of proof, we will increase the benefit percentage to 100% (80% option available) of predisability earnings for 12 months (6-month option also available.)

Cost of Living Adjustment (COLA)

If the employee has been receiving monthly benefits, the benefit amount will be adjusted on the date the 13th monthly benefit is payable. As limited by the Maximum Benefit Period, further adjustments will take effect on each anniversary of the first adjustment. The total number of adjustments may not exceed five.

The adjustments do not apply to amounts paid for Rehabilitation Incentives or any additional benefits, such as:

- Accidental Dismemberment and Loss of Sight
- Child Education
- Cost of Living Adjustment
- Monthly Payment in the Event of Death

- Single Sum Payment in the Event of Death
- Portability

To calculate the cost of living adjustment, the amount of the monthly benefit for the month prior to the date the cost of living adjustment is to take effect will be multiplied by 3% (other options also available.) This amount will be added to each subsequent monthly benefit payment.

Child Education

If the employee is receiving a monthly benefit, the employee may be eligible for the Child Education Benefit. MetLife will pay \$100 each month for each child who qualifies for this benefit up to 48 months. This benefit will be paid beginning on the first of the month following the date a child becomes an eligible student.

Pension Contribution Benefit

If the employee is receiving a monthly benefit, MetLife will pay the Pension Contribution Benefit. The amount paid will be determined by using the same calculation used by the employer to determine its contribution on the employee's behalf into the employer's pension plan each month, except that MetLife will use:

- The employee's predisability earnings for the earnings/ compensation factor; and
- The period the employee has been disabled and receiving a monthly benefit under this plan for any years of service factor that may be used.

MetLife will pay this benefit on the employee's behalf to the employee's account under the employer's pension plan for each month that the employee receives a monthly benefit. MetLife will not pay this benefit beyond the date on which the employee begins to receive benefits under the employer's pension plan.

Accidental Dismemberment and Loss of Sight

If the employee sustains an accidental injury while insured, and the injury is the direct and sole cause of a covered loss, proof of the accidental injury and covered loss must be sent to MetLife. Upon receipt of such proof, MetLife will review the claim. If the claim is approved, the Accidental Dismemberment and Loss of Sight benefit will be paid.

The employee will not have to complete an Elimination Period to receive this benefit. MetLife will pay this benefit in addition to any disability benefit payments the employee may be receiving under the plan.

Covered Loss means:

- For loss of a hand or foot, complete and permanent severance at or above the wrist or ankle joint;
- For loss of sight, the 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; or
- For loss of thumb and index finger of same hand, 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.

Direct and Sole Cause means that the Covered Loss occurs within 100 days of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes. MetLife will pay this benefit monthly for the number of months shown below.

Covered Loss:	Number of Monthly Benefit Payments
Sight in both Eyes	46
Both Hands	46
Both Feet	46
One Hand and One Foot	46
One Hand and Sight of One Eye	46
One Foot and Sight of One Eye	46
One Hand or One Foot	23
Sight of One Eye	15
Thumb and Index Finger of Either Hand	12

MetLife will limit the number of benefit payments for all covered losses suffered as a result of any one accidental injury to the covered loss that provides for the greatest number of benefit payments listed in the above table. Payments will begin one month after MetLife receives proof of the accidental injury and covered loss.

Portability Option

The employee may request in writing during the request period specified below to continue the employee’s long term disability insurance coverage under another group policy issued by MetLife if such coverage ends because the employee ceases to be in an eligible class or employment ends.

If the employee makes a request, evidence of insurability will not be required. MetLife will issue a new certificate of insurance that will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under the group policy.

A request may be made, if, on the date of the employee’s request, the following requirements are met:

- The Group Policy is in effect;
- MetLife has not received notice from the employer of its intent to end the Group Policy;
- The employee resides in a jurisdiction that permits portability;
- The employee has been insured for at least 12 months prior to the date that employment ends;
- The employment did not end as a result of the employee’s retirement;
- The employee is not disabled; and
- The employee has not become insured under any other disability insurance plan within 31 days after the date the long term disability coverage ends under the group policy.

To continue the employee’s long term disability insurance coverage under a different group policy, MetLife must receive a completed request form from the employee within 31 days after the date such insurance ends under this certificate.

The new certificate will take effect on the day after the employee’s long term disability insurance coverage ends under this certificate.

When the employee requests to continue his or her long term disability coverage, the first premium must be paid within 31 days after the insurance ends under this certificate. All premiums must be paid directly to MetLife.

When the new certificate is issued, we will also provide the employee with a schedule of premiums and payment instructions.

Employee Assistance Program (EAP)¹

This service helps with the everyday challenges of life that may affect employees' health, family life, and desire to excel at work (i.e., productivity and absenteeism). The EAP enhances cost savings for the employer and promotes positive employee relations by utilizing a network of: licensed psychiatrists, psychologists, social workers, marriage and family counselors, certified addiction counselors, financial counselors and attorneys.² Through an arrangement with MHN, Inc., three service level options that include three or five telephonic/face-to-face counseling sessions.

Eligibility

- Active, full-time employees who work at least 30 hours per week are eligible for coverage.
- Retirees are not eligible for coverage.
- Part-time, temporary and seasonal employees are not eligible for coverage.
- Eligibility Waiting Period: Eligibility date for current employees and first of the month following date of hire for all others.

Minimum Participation Requirements

Contributory Plans

On 75% contributory plans, 25% or more of eligible employees must enroll. On plans that are less than 75% but greater than 50% contributory, 40% or more of eligible employees must enroll. On less than 50% contributory plans, at least 50% of all eligible employees must enroll.

Non-contributory Plans

For non-contributory plans, the employer contribution must equal 100% of the cost of insurance and must cover 100% of all eligible employees.

Income Which Will Reduce the Disability Benefit

The disability benefit will be reduced by the amount of all other income. Other income includes the following:

1. Any disability or retirement benefits which the employee, employee's spouse or child(ren) receive or are eligible to receive because of the employee's disability or retirement under:
 - Federal Social Security Act.
 - Railroad Retirement Act.
 - Any state or public employee retirement or disability plan.
 - Any pension or disability plan of any other nation or political subdivision thereof.
2. Any income received for disability or retirement under the employer's Retirement Plan, to the extent that it can be attributed to the employer's contributions;
3. Any income received for disability under:
 - A group insurance policy to which the employer has made a contribution, such as:
 - Benefits for loss of time from work due to disability.
 - Installment payments for permanent total disability.
 - A no-fault auto law for loss of income, excluding supplemental disability benefits.
 - A government compulsory benefit plan or program which provides payment for loss of time from the employee's job due to the disability, whether such payment is made directly by the plan or program, or through a third party.
 - A self-funded plan, or other arrangement if the employer contributes toward it or makes payroll deductions for it.
 - Any sick pay, vacation pay or other salary continuation that the employer pays to the employee.
 - Workers' Compensation or a similar law which provides periodic benefits.
 - Occupational disease laws.

- Laws providing for maritime maintenance and cure.
 - Unemployment insurance law or program.
4. Any income received from working while Disabled to the extent that such income reduces the amount of the Monthly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.
5. Recovery amounts that the employee receives for loss of income as a result of claims against a third party by judgment, settlement or otherwise, including future earnings.

Pre-Existing Condition Provision

MetLife will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a disability that results from a pre-existing condition, if the employee has been actively at work for less than a specified period of time after the date the disability insurance or the elected increase in the amount of such insurance takes effect under this plan.³

Limited Disability Benefits

For disability due to alcohol, drug or substance abuse or addiction:

MetLife will limit the disability benefits to one period of disability during the employee's lifetime. During the disability, MetLife will require the employee to participate in an alcohol, drug or substance abuse or addiction recovery program recommended by a physician.

MetLife will end disability benefit payments at the earliest of:

- the date the employee receives 24 months of Disability benefit payments;^{*}
- the date the employee ceases or refuses to participate in the recovery program referred to above; or
- the date the employee completes such recovery program.

For disability due to mental or nervous disorders or diseases,⁴ neuromuscular, musculoskeletal or soft tissue disorder, chronic fatigue syndrome and related conditions.

If the employee is disabled due to one or more of the following, MetLife will limit the disability benefits to a lifetime maximum equal to the lesser of:

- 24 months;^{*} or
- The Maximum Benefit Period.

The disability benefits will be limited as stated above for:

1. A mental or nervous disorder or disease except for:
 - Schizophrenia;
 - Dementia; or
 - Organic brain disease;
2. Neuromuscular, musculoskeletal and soft tissue disorder including, but not limited to, any disease or disorder of the spine or extremities and their surrounding soft tissue; including sprains and strains of joints and adjacent muscles, unless the Disability has objective evidence of:
 - Seropositive arthritis;
 - Spinal tumors, malignancy, or vascular malformations;
 - Radiculopathies;
 - Myelopathies;
 - Traumatic spinal cord necrosis; or
 - Myopathies; or
3. Chronic fatigue syndrome and related conditions.

Exclusions

This plan will not pay for any disability caused or contributed to by:

1. War, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Active participation in a riot;
3. Intentionally self-inflicted injury;

4. Any injury for which the employee is entitled to benefits under Workers' Compensation or a similar law; (optional)
5. Attempted suicide; or
6. Commission of or attempt to commit a felony.

Cancellation/Termination

Date Insurance Ends:

Insurance will end on the earliest of:

- The date the Group Policy ends;
- The date insurance under the Group Policy ends for the employee's class;
- The end of the period for which the last premium has been paid for the employee;
- The date the employee ceases to be in an eligible class for disability income insurance, the employee will cease to be in an eligible class on the date he/she ceases active work in an eligible class, if the employee is not disabled on such date;
- The day employment ends, including employment due to employee's retirement in accordance with the employer's retirement plan; or
- The date employment ends.

Date Benefit Payments Ends

Disability benefit payments will end on the earliest of:

- The end of the Maximum Benefit Period;
- The date benefits end as specified in the section entitled Limited Disability Benefits;
- The date the employee is no longer disabled;
- The date the employee dies;

- The date the employee ceases or refuses to participate in a rehabilitation program that MetLife requires;
- The date the employee fails to have a medical exam requested by MetLife;
- The date the employee fails to provide required proof of continuing disability.

While disabled, the benefits described will not be affected if:

- The Group Policy ends; or
- The Group Policy is amended to change the plan of benefits for the employee's class.

Note:

1. Policy provisions vary depending on state requirements and variations.
2. In the event of any conflict between the provisions of this summary and the Group Policy or certificate, the Group Policy or certificate shall govern. Plan may be modified to meet applicable state laws.
3. This benefit description is a summary of the contractual provisions contained in the Group Policy (Form GPNP99) with certificates of insurance (Form GCERT2000) issued to each insured employee.
4. Like most group insurance policies, MetLife group policies contain certain exclusions, limitations, reductions of benefits and terms for keeping them in force. Your local MetLife representative can answer any questions about costs and details of coverage. A full description of the benefits will be provided in the certificate.

¹ EAP services are offered through an agreement with MHN, Inc. MHN, Inc. is not an affiliate of MetLife and the services they provide are separate and apart from the insurance and services provided by MetLife.

² Legal services and referrals are not included in EAP Option 1.

³ For group disability insurance policies issued to fund plans in New York, MetLife will not pay benefits for a disability that results from a pre-existing condition until the employee has been insured for 12 consecutive months after the date the employees' disability insurance takes effect under the plan.

⁴ The group disability insurance policy issued to fund the group customer's disability plan (the "Plan") contains a provision that limits benefits for disabilities caused by mental/nervous conditions to 12, 24 or 36 months. MetLife does offer a group disability insurance policy that has the same duration for a disability caused by a mental/nervous disorder as a disability caused by a physical disorder. The additional costs for this coverage would range from 15% to 20%.

Benefits for the **if in life**SM

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