

# Metropolitan Life Insurance Company, New York, NY

Summary of Benefits, Exceptions and Reductions  
New York State United Teachers Member Benefits Trust

## Voluntary Life Insurance Benefits, Exclusions, and Limitations

This is a summary of voluntary life insurance benefits, exclusions and limitations under the policy. Full details are in the policy and the certificates issued under it which govern and describe the terms and conditions of coverage. You will only be insured for the benefits:

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

**The amount of Insurance that We will pay for any insurance to which You make contributions will be decreased by the amount of Your contributions due and unpaid to Us for that insurance.**

### Term Life Insurance Plan

Coverage	Eligible Class	Schedule of Benefits
Supplemental Life & Dependent Spouse Life	For Members, Associate Members, and Retired Members and Spouses under Age 65	Benefit amount elected in increments of \$5,000 <ul style="list-style-type: none"> <li>• Minimum Life Benefit: \$25,000</li> <li>• Maximum Life Benefit: \$1,000,000</li> </ul> Accelerated Benefit Option: Up to 80% not to exceed \$500,000
Supplemental Life & Dependent Spouse Life	For Members, Associate Members, and Retired Members and Spouses Age 65-69	Benefit amount elected in increments of \$3,000 <ul style="list-style-type: none"> <li>• Minimum Life Benefit: \$3,000</li> <li>• Maximum Life Benefit: \$30,000</li> </ul> Accelerated Benefit Option: Up to 80% not to exceed \$24,000
Supplemental Life & Dependent Spouse Life	For Members, Associate Members, and Retired Members and Spouses Age 70-74	Benefit amount elected in increments of \$2,500 <ul style="list-style-type: none"> <li>• Minimum Life Benefit: \$2,500</li> <li>• Maximum Life Benefit: \$20,000</li> </ul> Accelerated Benefit Option: Up to 80% not to exceed \$16,000
Supplemental Life & Dependent Spouse Life	For Members, Associate Members, and Retired Members and Spouses Age 75-79	Benefit amount elected in increments of \$2,500 <ul style="list-style-type: none"> <li>• Minimum Life Benefit: \$2,500</li> <li>• Maximum Life Benefit: \$10,000</li> </ul> Accelerated Benefit Option: n/a
Supplemental Life & Dependent Spouse Life	For Members, Associate Members, and Retired Members and Spouses Age 80-84	Benefit amount elected in increments of \$2,500 <ul style="list-style-type: none"> <li>• Minimum Life Benefit: \$2,500</li> <li>• Maximum Life Benefit: \$5,000</li> </ul> Accelerated Benefit Option: n/a
Child Life	For Members, Associate Members, and Retired Members and Spouses up to age 84	For each of Your Children over 15 days and under age 23: \$25,000 Maximum Child Dependent Life Benefit: \$25,000 Accelerated Benefit Option: n/a
<b>Reduction of Benefits for Supplemental Life and Dependent Spouse Life</b>		

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### **IF YOU OR YOUR DEPENDENT ARE AGE 65 OR OLDER**

Effective on the Members billing anniversary\* coinciding with or next following the date You attain age 65, the amount of Your Supplemental Life Insurance in effect on the day prior to Your 65th birthday will be reduced by 40%.

**If Your Supplemental Life Insurance is less than \$20,000:**

On the Members billing anniversary\* coinciding with or next following the date You or Your Spouse attain ages 70, 75, or 80, the amount of You or Your Spouse's Supplemental Life Insurance will be limited to the lesser of the amount in effect prior to the stated Attained Age or the reduced Benefit Amount as reflected in the table below:

Attained Age	Benefit Amount
70	\$10,000
75	\$5,000
80	\$2,500

Note: If You or Your Spouse become eligible for coverage after the date You or Your Spouse attain age 65, You or Your Spouse's Supplemental Life amount will be reduced based on the provisions above.

**If Your Supplemental Life Insurance is \$20,000 or more:**

On the Members billing anniversary\* coinciding with or next following the date You or Your Spouse attain ages 70, 75, or 80, the amount of You or Your Spouse's Supplemental Life Insurance will be limited to the lesser of the amount in effect prior to the stated Attained Age or the reduced Benefit Amount as reflected in the table below:

Attained Age	Benefit Amount
70	\$20,000
75	\$10,000
80	\$5,000

Note: If You or Your Spouse become eligible for coverage after the date You or Your Spouse attain age 65, You or Your Spouse's Supplemental Life amount will be reduced based on the provisions above.

\*Billing anniversary is September 1st for all Members except for United Federation of Teachers local which is November 1st.

### **Limiting Age**

Coverage Terms the billing anniversary date coinciding with or next following the date You attain age 85.

### **Level Term Life Insurance Plan**

Coverage	Eligible Class	Term Option	Schedule of Benefits
Supplemental Life & Dependent Spouse Life	For All Members, Associate Members and Retired Members under age 65	10 Year	Benefit amount elected in increments of \$10,000 <ul style="list-style-type: none"> <li>• Minimum Life Benefit: \$50,000</li> <li>• Maximum Life Benefit: \$1,000,000</li> </ul> Accelerated Benefit Option: Up to 80% not to exceed \$500,000
		15 Year	
		20 Year	

### **Limiting Age**

Coverage Terms:

- for 10 year term insurance, the date You attain age 75, except that insurance will continue until the last day of the 10 year term during which You attain age 75;
- for 15 year term insurance, the date You attain age 75, except that insurance will continue until the last day of the 15 year term during which You attain age 75;
- for 20 year term insurance, the date You attain age 75, except that insurance will continue until the last day of the 20 year term during which You attain age 75.

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## New Member Term Life Insurance Plan

Coverage	Eligible Class	Schedule of Benefits										
Basic Life	For new Members	\$25,000 of benefit for 12 Months at no cost Accelerated Benefit Option: n/a										
<b>Reduction of Benefits</b>												
<b>IF YOU ARE AGE 65 OR OLDER</b>												
If You are age 65 or older on Your effective date of insurance, the amount of Your Basic Life Insurance on Your effective date of insurance will be the amount reflected in the table below.												
<table border="1"><thead><tr><th>Attained Age</th><th>Benefit Amount</th></tr></thead><tbody><tr><td>65 but less than 70</td><td>\$15,000</td></tr><tr><td>70 but less than 75</td><td>\$10,000</td></tr><tr><td>75 but less than 80</td><td>\$5,000</td></tr><tr><td>80 but less than 85</td><td>\$2,500</td></tr></tbody></table>			Attained Age	Benefit Amount	65 but less than 70	\$15,000	70 but less than 75	\$10,000	75 but less than 80	\$5,000	80 but less than 85	\$2,500
Attained Age	Benefit Amount											
65 but less than 70	\$15,000											
70 but less than 75	\$10,000											
75 but less than 80	\$5,000											
80 but less than 85	\$2,500											
<b>Limiting Age</b>												
Coverage Terms the billing anniversary date coinciding with or next following the date You attain age 85.												

### ACCELERATED BENEFIT OPTION (ABO) FOR YOU AND YOUR SPOUSE

For purposes of this section, the term "ABO Eligible Life Insurance" refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the SCHEDULE OF BENEFITS.

If You or Your Spouse become Terminally Ill, You or Your Spouse or Your or Your Spouse's legal representative have the option to request Us to pay ABO Eligible Life Insurance before You or Your Spouse's death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

**Terminally Ill or Terminal Illness** means that due to injury or sickness, You or Your Spouse are expected to die within 12 months.

#### Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your Spouse or You or Your Spouse's legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$20,000; and
- We have received Proof that You or Your Spouse is Terminally Ill.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

#### Proof of Terminal Illness

We will require the following Proof of You or Your Spouse's Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that You or Your Spouse is Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your Spouse or You or Your Spouse's legal representative should contact the plan administrator to obtain a claim form and information regarding the accelerated benefit.

#### Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

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**Minimum Accelerated Benefit Amount.** The minimum amount We will pay for each ABO Eligible Life Insurance benefit is 25% of the amount of such ABO Eligible Life Insurance.

**Maximum Accelerated Benefit Amount.** The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

**Scheduled Reduction of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 12 month period after the date You or Your Spouse or Your or Your Spouse's legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

**Scheduled End of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to end within 12 months after the date You or Your Spouse or Your or Your Spouse's legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

**Previous Conversion of an ABO Eligible Life Insurance Benefit.** We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You or Your Spouse previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION.

We will pay the accelerated benefit in one sum unless You or Your Spouse or Your or Your Spouse's legal representative select another payment mode.

### **Effect of Payment of an Accelerated Benefit**

**On Contribution for Your Life Insurance.** After We pay the accelerated benefit, any future contributions for Life Insurance You or Your Spouse are required to pay will be waived.

**On Your Life Insurance at Your death.** The amount of Life Insurance that We will pay at You or Your Spouse's death will be decreased by the amount of the accelerated benefit paid by Us.

**On Your Life Insurance at conversion.** The amount to which You or Your Spouse is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION will be decreased by the amount of the accelerated benefit paid by Us.

### **Date Option to Accelerate Benefits Ends**

The accelerated benefit option will end on the earliest of:

- the date the ABO Eligible Life Insurance ends;
- the date You or Your Spouse or Your or Your Spouse's legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your Spouse or Your or Your Spouse's legal representative have accelerated all ABO Eligible Life Insurance benefits.

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## **LIFE INSURANCE: CONVERSION OPTION**

If Life Insurance for You or Your Spouse ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance (“new policy”) from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the “option to convert”. Evidence of insurability will not be required.

You or Your Spouse will have the option to convert when:

- You or Your Spouse’s Life Insurance ends because:
  - You cease to be in an eligible class for any reason; or
  - the Group Policy ends; or
- You or Your Spouse’s Life Insurance is reduced:
  - on or after the date You or Your Spouse attain age 65 (*Term Life and New Member Term Life Insurance only*); or
  - due to an amendment of the Group Policy.
- A Dependent will have the option to convert when:
  - Life Insurance for such Dependent ends because he ceases to qualify as a Dependent as defined in this certificate, or
  - You die.

If You or Your Spouse opt not to convert a reduction in the amount of You or Your Spouse’s Life Insurance as described above, You or Your Spouse will not have the option to convert that amount at a later date.

You must notify the Plan Administrator in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

### **Application Period**

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within the Application Period described below. If Written notice of the option to convert is given within 15 days before or after the date Life Insurance for a Dependent ends or is reduced, the Application Period begins on the date that such Life Insurance ends and expires 31 days after such date.

If Written notice of the option to convert is given more than 15 days after but within 90 days of the date Life Insurance for a Dependent ends or is reduced, the Application Period begins on the date that such Life Insurance ends and expires 45 days from the date of such notice.

If Written notice of the option to convert is not given within 90 days after the date Life Insurance for a Dependent ends or is reduced, the Application Period begins on the date such Life Insurance ends and expires at the end of such 90 day period.

## **EXCLUSION AND INCONTESTABILITY**

### **Suicide**

**For Supplemental Life:** If You commit suicide within 2 years from the date Life Insurance for You takes effect, We will not pay such insurance and Our liability will be limited to any premium paid by You will be returned to the Beneficiary; and If You commit suicide within 2 years from the date an increase in Your Life Insurance takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary.

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**For Dependent Life: If a Dependent commits suicide** within 2 years from the date Life Insurance for such Dependent takes effect, We will not pay such insurance and Our liability will be limited to any premium paid by You will be returned to the Beneficiary; and **If a Dependent commits suicide** within 2 years from the date an increase in Life Insurance for such Dependent takes effect, We will pay to the Beneficiary the amount of Insurance in effect on the day before the increase. Any premium You paid for the increase will be returned to the Beneficiary.

**Note:** For residents in the state of Missouri and North Dakota replace the 2 years with 1 year in the Suicide provision language above. This provision does not apply to residents of Washington State.

### **Incontestability: Statements Made by You**

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

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

We will not use Your statements which relate to insurability to contest life insurance after it has been in force for 2 years during Your life. In addition, We 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 2 years during Your life.

### **Misstatement of Age**

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

## **LEGAL SERVICES BENEFIT**

*(NOTE: The following benefit is only applicable to the Term Life and Level Term Life Plans)*

### **Covered Legal Services**

#### **Office Consultation and Telephone Advice**

This service will be made available to:

- You; and
- Your Spouse; and, in addition, with respect to estate resolution (probate) matters:
  - the representative of Your estate in the event of Your death;
  - the representative of Your Spouse's estate in the event of Your Spouse's death; and
  - the Beneficiary(ies).

This service covers telephone advice and office consultations with a Plan Attorney to discuss matters related to the preparation of a will or estate resolution (probate) matters related to Your or Your Spouse's estate.

#### **Will Preparation Service**

This service covers the preparation of wills, codicils, living wills and powers of attorney (when You or Your Spouse are granting the power) for You or Your Spouse. The creation of any testamentary trust is covered. This service does not include tax planning.

#### **Estate Resolution (Probate) Service**

This service will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death This service includes:

- providing attorney representation and payment of legal fees for the executor or administrator of the deceased's estate including representation for all court proceedings needed to transfer probate assets from the deceased's estate to the heirs of that estate; and

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- the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

### Exclusions

Excluded services are those legal services that are not provided under this certificate rider. No services will be provided for the following:

- Matters in which there is a conflict of interest between Your or Your Spouse's estate and the Policyholder;
- Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the deceased's estate;
- Any employment-related matter including those concerning the Policyholder and/or statutory benefits;
- Any disputes with the Policyholder, Plan Attorneys, plan administrator, MetLife and/or any of its affiliates;
- Will Contests or litigation outside Probate Court;
- Appeals;
- Costs, expenses to a third party, or fines; and
- Frivolous or unethical matters.

### How to Access Covered Legal Services

To use a Covered Legal Service call Hyatt at 1-800-821-6400. The person calling Hyatt should be prepared to identify themselves as a person eligible to receive the Covered Legal Service being requested:

When calling Hyatt, the Client Service Representative who answers the call will:

- make an initial determination of whether and to what extent the matter is covered;
- give a case number (a new case number will be needed for each new matter);
- give the telephone number(s) and location of the nearest Plan Attorney(s); and
- answer questions about the Plan.

A Plan Attorney or a non-Plan Attorney may be used. If a Plan Attorney is used, the Plan Attorney will provide the Covered Legal Services described above. If a non-Plan Attorney is used, the recipient of the non-Plan Attorney's services must notify Hyatt. Hyatt will send a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to Hyatt with the attorney's final bill. Within 60 days of Hyatt's receipt of the completed claim form and final bill, Hyatt will pay an amount equal to the lesser of the amount paid for the attorney's services and the amount stated in the Non-Plan Attorney Fee Schedule. The recipient of the non-Plan Attorney's services is responsible for making payment to the non-Plan Attorney for any expenses, costs and/or fees incurred in excess of the amount paid by Hyatt.

If a claim is denied in whole or in part, Hyatt may be asked to provide a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

### Fee Reimbursement Schedule

This fee schedule describes the maximum amounts, as of the Effective Date that you will be reimbursed for Covered Legal Services provided by a non-Plan Attorney. Only one fee category per case type applies to each matter: i.e., the one that best describes the services that were provided. If You or Your attorney have any questions regarding coverage or exclusions, please call 1-800-821-6400 and ask to speak with Hyatt's Payment Administrator before services are provided.

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## CASE TYPE: THE PLAN WILL PAY UP TO A MAXIMUM OF:

### ADVICE AND CONSULTATION

#### Office Consultation and Telephone Advice

In connection with Will Preparation Services (If no further covered services are provided) . . . . . \$70  
In connection with Estate Resolution (Probate) Services (If no further covered services are provided) . . . . . \$70

### WILL PREPARATION SERVICES

#### Living Wills

Individual. . . . . \$75  
Eligible Member and Spouse. . . . . \$80

#### Powers of Attorney

Individual. . . . . \$65  
Eligible Member and Spouse. . . . . \$75

#### Wills and Codicils

Individual. . . . . \$150  
Eligible Member and Spouse. . . . . \$200

### ESTATE RESOLUTION (PROBATE) SERVICES

Affidavit/Simple Procedure/Tax Only. . . . . \$500  
Standard Probate/Court Supervised Probate. . . . . \$1,500