

YOUR BENEFIT PLAN

PACIFIC GAS AND ELECTRIC COMPANY

Class 1 - All Other Active Non Union Employees

Class 2 - All Active Non Union Employees Classified As PL3 and Above or Attorneys Level 45 or Above Employees

Basic Life Insurance

Supplemental Life Insurance

Dependent Life Insurance

Accidental Death and Dismemberment Insurance

Voluntary Accidental Death and Dismemberment Insurance

Certificate Date: January 1, 2013

Pacific Gas and Electric Company
245 Market Street, P. O. Box 770000, Mail Code N2p
San Francisco, CA 94177

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Pacific Gas and Electric Company



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

CERTIFICATE RIDER

Group Policy No.: 74300-G
Policyholder: Pacific Gas and Electric Company
Effective Date: January 1, 2013

The Group Term Life & Accidental Death and Dismemberment Insurance Certificate is changed as follows:

To add the following definition of Child to the certificate: (for residents of Louisiana, Minnesota, Montana, New Mexico, Texas, and Utah, the Child definition is modified as explained in the Notice pages of this certificate - please consult the Notice)

Child means the following:

Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of a Domestic Partner) who is under age 26.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

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



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

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: Pacific Gas and Electric Company
Group Policy Number: 74300-G
Type of Insurance: Term Life & Accidental Death and Dismemberment Insurance
MetLife Toll Free Number(s): FOR LIFE CLAIMS: 1-888-878-8490

For Claim Information

THIS CERTIFICATE ONLY DESCRIBES TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOU COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.



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

CERTIFICATE RIDER

Group Policy No.: 74300-G
Policyholder: Pacific Gas and Electric Company
Effective Date: January 1, 2013

The certificate is changed as follows:

Applicable to Exhibit No. 4

In the **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS**, replace the first paragraph under **ENROLLMENT PROCESS** with the following:

"In order to enroll for Life Insurance for Your Dependent Spouse, You must either (a) already be enrolled for Supplemental Life Insurance for You or (b) enroll at the same time for Supplemental Life Insurance for You. In order to enroll for Life Insurance for Your Dependent Child(ren), You must either (a) already be enrolled for Basic Life Insurance for You or (b) enroll at the same time for Basic Life Insurance for You."

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



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

CERTIFICATE RIDER

Group Policy No.: 74300-G
Policyholder: Pacific Gas and Electric Company
Effective Date: August 1, 2014

The certificates numbered 4 and 6 are changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS and applies to residents of all states other than Texas:

“If You become insured for Group Supplemental Life Insurance coverage and You, Your Spouse, or Your Domestic Partner die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the “Benefit”) will be made available to Your estate in the event of Your death, Your Spouse's estate in the event of Your Spouse's death, or Your Domestic Partner's estate in the event of Your Domestic Partner's death. Such benefit will be made available through a MetLife affiliate (“Affiliate”).

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the earliest of:

- The date Your employment with the Policyholder ends;
- The date Your Certificate ends; or
- The date the Group Policy ends.”

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

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



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

CERTIFICATE RIDER

Group Policy No.: 74300-G
Policyholder: Pacific Gas and Electric Company
Effective Date: August 1, 2014

The certificates numbered 4 and 6 are changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS and applies to residents of Texas:

“If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the “Benefit”) 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. Such benefit will be made available through a MetLife affiliate (“Affiliate”).

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and 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.

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.”

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

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



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

CERTIFICATE RIDER

Group Policy No.: 74300-G
Policyholder: Pacific Gas and Electric Company
Effective Date: January 1, 2018

The certificate is changed as follows:

Applicable to Exhibits 4 and 6.

In the **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS**, add the following under **DATE INSURANCE FOR YOUR DEPENDENTS TAKES EFFECT:**

“Insurance For Your First Child and/or New Spouse

If You are or become eligible for Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance at the time of Your first child’s live birth, that newborn Child will be covered for Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance without enrollment, during the first 31 days of life. For coverage to continue after the first 31 days, You must enroll the Child for such insurance before the end of the 31 day period.

Similarly, if You are or become eligible for Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance, and Your first Child is other than a newborn Child, that Child will be covered for Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance without enrollment, for the first 31 days following qualification as Your Dependent under the definition of Child. For coverage to continue after that 31 day period, You must enroll the child for such insurance before the end of the 31 day period.

If You marry or become a Domestic Partner while You are insured, Your new Spouse will be covered for Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance without enrollment, for the first 31 days following such event. For coverage to continue after that 31 day period You must enroll Your Spouse, for such insurance before the end of the 31 day period.

If the insurance ends because You do not enroll, the end of such insurance will not give rise to either an option to convert such insurance.

The amount of Insurance is shown in the Schedule of Benefits. If there are different Benefit Amounts of Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance provided to members of Your class, then the amount of insurance provided for Your First Child and/or New Spouse shall be the lowest amount of such insurance available to members of Your class.”

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

For Texas Residents:

Para Residentes de Texas:

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener información o para someter una queja:

You may call MetLife's toll free telephone number for information or to make a complaint at

Usted puede llamar al numero de teléfono gratis de MetLife para información o para someter una queja al

1-800-638-6420

1-800-638-6420

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

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

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should You have a dispute concerning Your premium or about a claim, You should contact MetLife first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

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

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



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

CERTIFICATE RIDER

Group Policy No.: 74300-G
Policyholder: Pacific Gas and Electric Company
Effective Date: July 1, 2015

For any certificate which provides contributory coverage, such certificate is changed as follows:

By adding the following wording to the face page of the certificate:

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

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

Exhibit Number 9

CR2000

The following disclosure is added as an addendum to the ERISA Information section provided with your Certificate of Insurance.

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

NOTICE FOR RESIDENTS OF TEXAS

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The laws of the state of Texas mandate that the terms "Terminally Ill" and "Terminal Illness" when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU and the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENTS provisions mean that due to injury or sickness, You or Your Dependent is expected to die within 24 months of the date You request payment of an Accelerated Benefit.

NOTICE FOR RESIDENTS OF LOUISIANA, MINNESOTA, MONTANA, NEW MEXICO, TEXAS AND UTAH

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

For Louisiana Residents (Accidental Death and Dismemberment Insurance):

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

For Minnesota Residents (Accidental Death and Dismemberment Insurance):

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

For Montana Residents (Accidental Death and Dismemberment Insurance):

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

For New Mexico Residents (Accidental Death and Dismemberment Insurance):

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

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

For Texas Residents (Life Insurance):

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

For Texas Residents (Accidental Death and Dismemberment Insurance):

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

For Utah Residents (Accidental Death and Dismemberment Insurance):

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

NOTICE FOR RESIDENTS OF ALL STATES

LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

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

DISCLOSURE: Receipt of an accelerated benefit may affect Your, Your Spouse's or Domestic Partner's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's or Domestic Partner's and Your family's eligibility for public assistance.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1 (800) 927-4357**

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

1. If Your AD&D Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your AD&D Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your AD&D Insurance under the CONTINUATION WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

NOTICE FOR RESIDENTS OF MINNESOTA

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

NOTICE FOR RESIDENTS OF MINNESOTA CONTINUATION OF BASIC OR SUPPLEMENTAL OR DEPENDENT LIFE INSURANCE WITH PREMIUM PAYMENT

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

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

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

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

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

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

If You continue Life Insurance under this section, any reductions in Life Insurance that would have applied if You were Actively at Work apply to the continued insurance.

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

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

When a continuation under this section ends, You and Your Dependents may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU and LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS. For the purpose of that section, the end of this continuation will be considered the end of your employment.

Effect of Previous Conversion

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

**NOTICE FOR RESIDENTS OF MINNESOTA
CONTINUATION OF BASIC OR SUPPLEMENTAL OR DEPENDENT LIFE INSURANCE
WITH PREMIUM PAYMENT (Continued)**

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

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

NOTICE FOR RESIDENTS OF MISSOURI

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

EXCLUSIONS

If You reside in Missouri the exclusion for "suicide or attempted suicide" is as follows:

"suicide or attempted suicide while sane"

NOTICE FOR RESIDENTS OF NEW MEXICO

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

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

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

- (1) permit You to enroll a Child who is otherwise eligible for such insurance without regard to any enrollment season restrictions;
- (2) if You are enrolled but fail to make application to obtain insurance for such Child, We will enroll the Child for insurance upon application of the Child's other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program; and
- (3) We will not disenroll or eliminate insurance for such Child unless the insurer is provided satisfactory written evidence that:
 - (a) the court or administrative order is no longer in effect; or
 - (b) the Child is or will be enrolled in comparable health insurance through another insurer that will take effect not later than the effective date of disenrollment.

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

NOTICE FOR RESIDENTS OF NORTH CAROLINA

Read your Certificate Carefully.

IMPORTANT CANCELLATION INFORMATION

Please Read The Provisions Entitled

**DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR
YOUR DEPENDENTS ENDS**

Found on Pages e/ee and e/dep

NOTICE FOR RESIDENTS OF NORTH CAROLINA

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
- (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

NOTICE FOR RESIDENTS OF PENNSYLVANIA

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

Insurance will continue if such Child:

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

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

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

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9691 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166-0188
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

TABLE OF CONTENTS

Section	Page
CERTIFICATE FACE PAGE	1
NOTICES	2
SCHEDULE OF BENEFITS	25
DEFINITIONS	35
ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.....	38
Eligible Classes	38
Date You Are Eligible for Insurance	38
Enrollment Process	38
Date Your Insurance Takes Effect	38
Date Your Insurance Ends	40
ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS	41
Eligible Classes For Dependent Insurance	41
Date You Are Eligible For Dependent Insurance	41
Enrollment Process	41
Date Insurance Takes Effect For Your Dependents	41
Date Your Insurance For Your Dependents Ends.....	43
CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT	44
For Mentally or Physically Handicapped Children.....	44
For Family And Medical Leave	44
At The Policyholder's Option	44
EVIDENCE OF INSURABILITY	45
LIFE INSURANCE: FOR YOU	46
LIFE INSURANCE: FOR YOUR DEPENDENTS.....	47
LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU	48
LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE OR DOMESTIC PARTNER	50
LIFE INSURANCE: CONVERSION OPTION FOR YOU.....	52

TABLE OF CONTENTS (continued)

Section	Page
LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS	54
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	56
ADDITIONAL BENEFIT: SEAT BELT USE	58
ADDITIONAL BENEFIT: AIR BAG USE	59
ADDITIONAL BENEFIT: CHILD CARE	60
ADDITIONAL BENEFIT: CHILD EDUCATION	61
ADDITIONAL BENEFIT: SPOUSE OR DOMESTIC PARTNER EDUCATION	62
ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT	63
ADDITIONAL BENEFIT: COMMON CARRIER	64
FILING A CLAIM	65
GENERAL PROVISIONS	66
Assignment	66
Beneficiary	66
Suicide	67
Entire Contract	67
Incontestability: Statements Made by You	67
Misstatement of Age	67
Conformity with Law	68
Physical Exams	68
Autopsy	68

SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

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

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

BENEFIT

BENEFIT AMOUNTS AND HIGHLIGHTS

How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum" or a "single sum", We may pay the full benefit amount:

- by check;
- by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

Life Insurance For You

Basic Life Insurance

Class 1 and Class 2 Employees	\$10,000
Accelerated Benefit Option	Up to 80% of Your Basic Life amount not to exceed \$8,000

Supplemental Life Insurance

You may elect an amount of Supplemental Life Insurance which is either a flat amount or a multiple of Your Basic Annual Earnings.

For Class 1 and Class 2 Employees who elect:

Option 1	\$50,000
Option 2	An amount equal to 1 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 3	An amount equal to 2 times Your Basic Annual Earnings, rounded to the next higher \$1,000

SCHEDULE OF BENEFITS (continued)

Option 4	An amount equal to 3 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 5	An amount equal to 4 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 6	An amount equal to 5 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 7	An amount equal to 6 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Maximum Supplemental Life Benefit	\$4,000,000
Accelerated Benefit Option	Up to 80% of Your Supplemental Life amount not to exceed \$500,000

ESTATE RESOLUTION SERVICES

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Supplemental Life Insurance coverage as described below. If You are eligible to receive these Estate Resolution Services and You or Your Spouse or Domestic Partner (for the Will Preparation Service) or You or a Beneficiary (for the Probate Service) would like to speak with a representative from Hyatt Legal Plans or get the name of a Plan Attorney that you can speak with about these Services, please call (800) 821-6400.

THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse or Domestic Partner free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

SCHEDULE OF BENEFITS (continued)

The Benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the earliest of:

- The date Your employment with the Policyholder ends;
- The date Your Certificate ends; or
- The date the Group Policy ends.

THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and MetLife, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse or Domestic Partner. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse or Domestic Partner free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of insured employee's estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate to insured employee's heirs; and 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.

The Benefit provides for such services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

SCHEDULE OF BENEFITS (continued)

Accidental Death and Dismemberment Insurance (AD&D) For You

Full Amount for Basic AD&D

Class 1 Employees	\$10,000
Class 2 Employees	\$250,000

Additional Benefits:

Seat Belt Benefit.....	Yes
Air Bag Use Benefit	Yes
Child Care Benefit	NONE
Child Education Benefit	NONE
Spouse or Domestic Partner Education Benefit	NONE
Hospital Confinement Benefit	NONE
Common Carrier Benefit.....	NONE

Schedule of Covered Losses for Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

Covered Losses

Loss of life	100%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee	50%
Loss of an arm permanently severed at or above the elbow	75%
Loss of a leg permanently severed at or above the knee	75%
Loss of sight in one eye.....	50%

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above.....	100%
Loss of the thumb and index finger of same hand	25%

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing.....	100%
Loss of speech or loss of hearing	50%

SCHEDULE OF BENEFITS (continued)

Loss of speech means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs	100%
Paralysis of both legs	50%
Paralysis of the arm and leg on either side of the body	50%
Paralysis of one arm or leg.....	25%

Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage	100%
--------------------	------

Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months
------------	---

Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

SCHEDULE OF BENEFITS (continued)

Full Amount for Voluntary AD&D

For Class 1 and Class 2 Employees who elect:

Option 1	An amount equal to 1 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 2	An amount equal to 2 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 3	An amount equal to 3 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 4	An amount equal to 4 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 5	An amount equal to 5 times Your Basic Annual Earnings, rounded to the next higher \$1,000
Option 6	An amount equal to 6 times Your Basic Annual Earnings, rounded to the next higher \$1,000

Maximum Voluntary Accidental Death and
Dismemberment Full Amount \$4,000,000

Additional Benefits:

Seat Belt Benefit.....	Yes
Air Bag Use Benefit	Yes
Child Care Benefit	Yes
Child Education Benefit	Yes
Spouse or Domestic Partner Education Benefit	Yes
Hospital Confinement Benefit	Yes
Common Carrier Benefit.....	Yes

SCHEDULE OF BENEFITS (continued)

Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

Covered Losses

Loss of life	100%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee	50%
Loss of an arm permanently severed at or above the elbow	75%
Loss of a leg permanently severed at or above the knee	75%
Loss of sight in one eye.....	50%

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above.....	100%
Loss of the thumb and index finger of same hand	25%

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing.....	100%
Loss of speech or loss of hearing	50%

Loss of speech means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs	100%
Paralysis of both legs	50%
Paralysis of the arm and leg on either side of the body	50%
Paralysis of one arm or leg.....	25%

Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage	100%
--------------------	------

Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

SCHEDULE OF BENEFITS (continued)

Coma..... 1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months

Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

Life Insurance For Your Dependents

For Class 1 and Class 2 Employees who elect for Your Spouse or Domestic Partner:

Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Option 4	\$75,000
Option 5	\$100,000
Maximum Spouse or Domestic Partner Dependent Life Benefit	The lesser of 50% of Your total Basic and Supplemental Life Benefits or \$100,000
Non-Medical Issue Amount.....	\$25,000
Accelerated Benefit Option	Up to 80% of Your Dependent Life amount not to exceed \$80,000

For Class 1 and Class 2 Employees who elect for each of Your Children:

Option 1:

Birth to 14 days	\$1,000
14 days and older	\$5,000

Option 2:

Birth to 14 days	\$1,000
14 days and older	\$10,000

Option 3:

Birth to 14 days	\$1,000
14 days and older	\$25,000

SCHEDULE OF BENEFITS (continued)

Accidental Death and Dismemberment Insurance (AD&D) For Your Dependents

Full Amount for Voluntary AD&D

For Class 1 and Class 2 Employees who elect for Your:

Spouse or Domestic Partner and Child(ren)	An amount equal to 40% for Your Spouse or Domestic Partner and 10% for each Child; of Your Voluntary Accidental Death and Dismemberment Insurance
Spouse or Domestic Partner Only.....	An amount equal to 50% of Your Voluntary Accidental Death and Dismemberment Insurance
Child(ren) Only.....	An amount equal to 15% of Your Voluntary Accidental Death and Dismemberment Insurance for each Child
Maximum Spouse Voluntary Accidental Death and Dismemberment Full Amount	\$2,000,000
Maximum Child Voluntary Accidental Death and Dismemberment Full Amount	\$600,000

Additional Benefits:

Seat Belt Benefit	Yes
Air Bag Use Benefit.....	Yes
Child Care Benefit.....	NONE
Child Education Benefit.....	NONE
Hospital Confinement Benefit.....	Yes
Common Carrier Benefit	Yes

Schedule of Covered Losses for Voluntary Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

Covered Losses

Loss of life.....	100%
Loss of a hand permanently severed at or above the wrist but below the elbow	50%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%
Loss of an arm permanently severed at or above the elbow.....	75%
Loss of a leg permanently severed at or above the knee.....	75%
Loss of sight in one eye	50%

SCHEDULE OF BENEFITS (continued)

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above	100%
Loss of the thumb and index finger of same hand.....	25%

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing	100%
Loss of speech or loss of hearing	50%

Loss of speech means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%
Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg	25%

Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage	100%
--------------------	------

Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma.....	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months.
-----------	---

Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

DEFINITIONS

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

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job. This must be done at:

- the Policyholder's place of business;
- an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Basic Annual Earnings means Your gross annual rate of pay as determined by Your Policyholder, excluding overtime and other extra pay.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Child - For the Child Definition, please refer to the Child Definition Rider in the front of this certificate. For residents of Louisiana, Minnesota, Montana, New Mexico, Texas and Utah, the Child Definition is modified as explained in the Notice pages of this certificate; please consult the Notice.

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

The term does not include:

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Supplemental Life Insurance, Voluntary Accidental Death and Dismemberment Insurance and Dependent Life Insurance.

Dependent(s) means Your Spouse or Domestic Partner and/or Child.

Domestic Partner means each of two people who are of the same or opposite sex, one of whom is an employee of the Policyholder and who represent themselves publicly as each others Domestic partner and have:

1. registered as domestic partners or members of a civil union with a government agency or office where such registration is available; or
2. submitted a domestic partner declaration to Us.

The Domestic Partner declaration must be signed by both parties and establish that:

- each person is 18 years of age or older;
- neither person is married;
- neither person has had another Domestic Partner within 6 months prior to the enrollment date for insurance for the Domestic Partner under the Group Policy;

DEFINITIONS (continued)

- they have shared the same residence for at least 6 months prior to the date they enroll for insurance for the Domestic Partner under the Group Policy;
- they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
- they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least 6 months prior to the date they enroll for insurance for the Domestic Partner under the Group Policy, and such commitment is expected to last indefinitely; and

2 or more of the following exist as evidence of joint responsibility for basic financial obligations:

- a joint mortgage or lease;
- designation of the Domestic Partner as beneficiary for life insurance or retirement benefits;
- joint wills or designation of the Domestic Partner as executor and/or primary beneficiary;
- designation of the Domestic Partner as durable power of attorney or health care proxy;
- ownership of a joint bank account, joint credit cards or other evidence of joint financial responsibility; or
- other evidence of economic interdependence.

For purposes of determining who may become a Covered Person, the term does not include any person who:

- is in the military of any country or subdivision of a country;
- is insured under the Group Policy as an employee.

Hospital means a facility which is licensed as such in the jurisdiction in which it is located and:

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

Hospitalized means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
 - a hospice facility;
 - an intermediate care facility; or
 - a long term care facility; or
- receipt of the following treatment, wherever performed:
 - chemotherapy;
 - radiation therapy; or
 - dialysis.

Noncontributory Insurance means insurance for which the Policyholder does not require You to pay any part of the premium.

DEFINITIONS (continued)

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse or Domestic Partner; or
- any member of Your immediate family including Your and/or Your Spouse's or Domestic Partner's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

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

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

Proof must be provided at the claimant's expense.

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

Spouse means Your lawful spouse. For purposes of determining who may become a Covered Person, the term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean an employee who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

Class 1 - All other active non union employees of the Policyholder.

Class 2 - All active non union employees of the Policyholder classified as PL3 and above or attorneys level 45 or above employees.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2013, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2013, You will be eligible for insurance on the first day of the calendar month following the date You enter that class.

Previous Employment With The Policyholder

If You were employed by the Policyholder and insured by Us under a policy of group life insurance when Your employment ended, You will not be eligible for life insurance under this Group Policy if You are re-hired by the Policyholder within 2 years after such employment ended, unless You surrender:

- any individual policy of life insurance to which You converted when Your employment ended; and
- any certificate of insurance continued as ported insurance when such employment ended.

The cash value, if any, of such surrendered insurance will be paid to You.

ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. In addition, You must give evidence of Your Insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Noncontributory Insurance

When You complete the enrollment process for Noncontributory Insurance, such insurance will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Insurance would otherwise take effect, insurance will take effect on the first day of the calendar month following the day You resume Active Work.

Rules for Contributory Insurance

If You request Contributory Insurance **within 90 days of** the date You become eligible for such insurance, such insurance will take effect on the later of the date You become eligible for such benefit and the first day of the calendar month following the date You enroll provided You are Actively at Work on that date.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

If You request Contributory Supplemental Life Insurance **more than 90 days after** the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such benefit will take effect on the first day of the calendar month following the date You enroll provided You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect the first day of the calendar month following the date We state in Writing, provided You are Actively at Work on that date. You are not required to give evidence of Your insurability for Voluntary Accidental Death and Dismemberment Insurance and such insurance will take effect even if Your Life Insurance does not take effect.

If You request Voluntary Accidental Death and Dismemberment Insurance **more than 90 days after** the date You become eligible for such insurance, Voluntary Accidental Death and Dismemberment Insurance does not require evidence of Your insurability and will take effect on the first of the month following the date of Your request.

Increase in Insurance

An increase in insurance due to an increase in Your earnings or a requested increase will take effect as follows:

- if You are **required** to give evidence of insurability and We approve the evidence of insurability, the increase will take effect on the first day of the calendar month following the date We state in Writing. If We do not approve the evidence of insurability, or You do not submit evidence of insurability, the requested increase in Your insurance will not take effect.
- if You are **not required** to give evidence of insurability, the increase will take effect on the first day of the calendar month following the date of Your request or the date of the increase in Your earnings.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

Decrease in Insurance

A decrease in insurance due to a decrease in Your earnings will take effect on the first day of the calendar month following the date of change.

If You make a Written request to decrease Your insurance, that decrease will take effect on the first day of the calendar month following the date of Your Written request.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the end of the period for which the last premium has been paid for You; or
3. the date insurance ends for Your class; or
4. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
5. the last day of the calendar month in which You retire in accordance with the Policyholder's retirement plan.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

Class 1 - All other active non union employees of the Policyholder.

Class 2 - All active non union employees of the Policyholder classified as PL3 and above or attorneys level 45 or above employees.

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2013, You will be eligible for Dependent insurance on that date.

If You enter an eligible class after January 1, 2013, You will be eligible for Dependent insurance on the later of:

1. the first day of the calendar month following the date You enter a class eligible for insurance; and
2. the date You obtain a Dependent.

No person may be insured as a Dependent of more than one employee.

ENROLLMENT PROCESS

In order to enroll for Life Insurance for Your Dependents, You must either (a) already be enrolled for Supplemental Life Insurance for You or (b) enroll at the same time for Supplemental Life Insurance for You.

If You are eligible for Dependent insurance, You may enroll for such insurance by completing an enrollment form for each Dependent to be insured. In addition, each of Your Dependents must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You must also give the Policyholder written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

Rules for Contributory Dependent Insurance

For Dependents You Have When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Dependent Life and Voluntary Accidental Death and Dismemberment Insurance, the insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is **not required** to give evidence of insurability, the insurance for each enrolled Dependent will take effect on the date You become eligible for such insurance, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below; or
- if the Dependent is **required** to give evidence of insurability and We determine that the Dependent is insurable, the insurance will take effect on the first day of the calendar month following the date We state in Writing, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below. The Dependent is not required to give evidence of insurability for Dependent Voluntary Accidental Death and Dismemberment Insurance and such insurance will take effect even if Your Dependent Life Insurance does not take effect.

If You are not Actively at Work on the date the Dependent Life and Voluntary Accidental Death and Dismemberment Insurance would otherwise take effect, the insurance will take effect on the first day of

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

the calendar month following the day You resume Active Work and the Additional Requirement stated below is satisfied.

For Dependents You Obtain After You Become Eligible For Dependent Insurance

If You obtain a Dependent after You become eligible for Dependent insurance, You may enroll the Dependent for such insurance **within 90 days** of the date he qualifies as a Dependent as defined in this certificate. The Dependent must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled Evidence of Insurability. The Dependent insurance for the Dependent will take effect as follows:

- if the Dependent is **not required** to give evidence of insurability, the insurance for those Dependents will take effect on the later of:
 - the date You become eligible for such insurance; and
 - on the first day of the calendar month following the date You enroll;provided You are Actively at Work on that date and the Additional Requirement stated below is satisfied; or
- if the Dependent is **required** to give evidence of insurability and We determine that all Dependents are insurable, the insurance will take effect on the first day of the calendar month following the date We state in Writing, provided You are Actively at Work on that date and the Additional Requirement stated below is satisfied. The Dependent is not required to give evidence of insurability for Dependent Voluntary Accidental Death and Dismemberment Insurance and such insurance will take effect even if Your Dependent Life Insurance does not take effect.

If You complete the enrollment process for any Dependent **more than 90 days after** the date he qualifies as a Dependent, the Dependent must give evidence of insurability satisfactory to Us at Your expense. If We determine that the Dependent is insurable, the insurance will take effect on the first day of the calendar month following the date We state in Writing, if the Dependent satisfies the Additional Requirement stated below. The Dependent is not required to give evidence of insurability for Dependent Voluntary Accidental Death and Dismemberment Insurance and such insurance will take effect even if Your Dependent Life Insurance does not take effect.

Once You have enrolled one Child for Dependent insurance, each succeeding Child will automatically be insured for such insurance on the date the Child qualifies as a Dependent.

If You are not Actively at Work on the date the Contributory Dependent Insurance would otherwise take effect, the insurance will take effect on the first day of the calendar month following the day You resume Active Work and the Additional Requirement stated below is satisfied.

Additional Requirement

On the date the Dependent insurance is scheduled to take effect, the Dependent must not be:

- confined at home under a Physician's care;
- receiving or applying to receive disability benefits from any source; or
- Hospitalized.

If the Dependent does not meet this requirement on such date, insurance for the Dependent will take effect on the date that Dependent is no longer:

- confined;
- receiving or applying to receive disability benefits from any source; or
- Hospitalized.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

Increase in Insurance for Your Dependents

An increase in insurance for Your Dependents due to an increase in Your earnings or a requested increase in insurance for Your Dependents will take effect as follows:

- if Your Dependents are **required** to give evidence of insurability and We approve the evidence of insurability, the increase will take effect on the first day of the calendar month following the date We state in Writing. If We do not approve the evidence of insurability, or You do not submit evidence of insurability for Your Dependent, the increase in insurance for Your Dependents will not take effect. The Dependent is not required to give evidence of insurability for Dependent Voluntary Accidental Death and Dismemberment Insurance.
- If Your Dependents are **not required** to give evidence of insurability, the increase will take effect on the first day of the calendar month following the date of Your request or the date of the increase in Your earnings.

You must be Actively at Work on that date. If You are not Actively at Work on the date the increase would otherwise take effect, the increase will take effect on the first day of the calendar month following the day You resume Active Work.

Decrease in Insurance for Your Dependents

A decrease in insurance for Your Dependents due to a decrease in Your earnings will take effect on the first day of the calendar month following the date of change.

If You make a Written request to decrease insurance for Your Dependents, that decrease will take effect on the first day of the calendar month following the date of Your Written request.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

A Dependent's insurance will end on the earliest of:

1. for Dependent Life Insurance, the date all of the Life Insurance under the Group Policy ends; or
2. for Dependent Voluntary Accidental Death and Dismemberment Insurance, the date all of Your Accidental Death and Dismemberment Insurance under the Group Policy ends; or
3. the date You die; or
4. the date the Group Policy ends; or
5. the date Insurance for Your Dependents ends under the Group Policy; or
6. the last day of the calendar month the person ceases to be a Dependent; or
7. the last day of the calendar month in which Your employment ends; Your employment will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
8. the last day of the calendar month You retire in accordance with the Policyholder's retirement plan; or
9. for a Child who is past the age limit and is otherwise eligible for continuation under the **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT: For Mentally or Physically Handicapped Children** subsection, on the date the Child marries; or
10. the end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (For MN Residents see Minnesota Notice Page)

FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below.

1. if You cease Active Work due to injury or sickness, for a period in accordance with the Policyholder's general practice for an employee in Your job class;
2. if You cease Active Work due to layoff, for a period in accordance with the Policyholder's general practice for an employee in Your job class;
3. if You cease Active Work due to any other Policyholder approved leave of absence, for a period in accordance with the Policyholder's general practice for an employee in Your job class.

The Policyholder's general practice for employees in a job class determines which employees with the above types of absences are to be considered as still insured and for how long among persons in like situations.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

1. if You make a late request for Supplemental Life Insurance for any option which is greater than Option 3. A late request is one made more than 90 days after You become eligible.
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your coverage option for Supplemental Life Insurance will be limited to Option 3.
2. if You make a request to increase the amount of Your Supplemental Life Insurance to any option which is greater than Option 3.
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Supplemental Life Insurance will be limited to Option 3.
3. in order to become covered for an amount of Life Insurance for Your Dependent Spouse or Domestic Partner greater than the Non-Medical Issue Amount for Your Dependent Spouse or Domestic Partner as shown in the SCHEDULE OF BENEFITS within 90 days of the date You are first eligible for such insurance.
If You do not give Us evidence of the insurability of Your Dependent Spouse or Domestic Partner, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Dependent Spouse or Domestic Partner will be limited to the Non-Medical Issue Amount for Your Dependent Spouse or Domestic Partner.
4. if You make a late request for Life Insurance for Your Dependent Spouse or Domestic Partner. A late request is one made more than 90 days after Your Dependent Spouse or Domestic Partner becomes eligible.
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Dependent Spouse or Domestic Partner will not be covered for Life Insurance.
5. if You make a request to increase the amount of Your Life Insurance for Your Dependent Spouse or Domestic Partner.
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Your Dependent Spouse's or Domestic Partner's Life Insurance will not be increased.

The evidence of insurability is to be given at Your expense.

LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: FOR YOUR DEPENDENTS

If a Dependent dies, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the life of such Dependent on the date of death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU

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 become Terminally Ill, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your 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 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 legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

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

Proof of Your Terminal Illness

We will require the following Proof of Your Terminal Illness:

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

You or Your legal representative should contact Us to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

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:

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 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 legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)

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 previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

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

Effect of Payment of an Accelerated Benefit

On premium for Your Life Insurance. After We pay the accelerated benefit, any premium You are required to pay will be based upon the amount of Your Life Insurance remaining after the accelerated benefit is paid.

On Your Life Insurance at Your death. The amount of Life Insurance that We will pay at Your 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 are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU will be decreased by the amount of the accelerated benefit paid by Us.

On Your Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

Date Your 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 legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE OR DOMESTIC PARTNER

If Your Spouse or Domestic Partner becomes Terminally Ill, You or Your legal representative have the option to request Us to pay Life Insurance for Your Spouse or Domestic Partner before their death. This is called an accelerated benefit. The request must be made while Life Insurance for Your Spouse or Domestic Partner is in effect.

Terminally Ill or Terminal Illness means that due to injury or sickness, Your Spouse or Domestic Partner is 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 legal representative if:

- the amount of Life Insurance for the Terminally Ill Spouse or Domestic Partner equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse or Domestic Partner is Terminally Ill.

We will only pay an accelerated benefit for Life Insurance for Your Spouse or Domestic Partner once.

Proof of Your Spouse's or Domestic Partner's Terminal Illness

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

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

You or Your legal representative should contact the Us to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for the amount of Life Insurance in effect for a Terminally Ill Spouse or Domestic Partner, subject to the following:

Maximum Accelerated Benefit Amount. The maximum amount We will pay is shown in the SCHEDULE OF BENEFITS.

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

Scheduled end of Life Insurance for a Terminally Ill Spouse or Domestic Partner. If the Life Insurance in effect for a Terminally Ill Spouse or Domestic Partner is scheduled to end within 12 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit.

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

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE OR DOMESTIC PARTNER (continued)

Effect of Payment of an Accelerated Benefit

On Premium for Life Insurance. Any premium You are required to pay for Life Insurance for Your Spouse or Domestic Partner for whom We paid an accelerated benefit will be based upon the amount of Life Insurance for Your Spouse or Domestic Partner remaining after payment of the accelerated benefit.

On Payment of Life Insurance at a Dependent's death. The amount of Life Insurance that We will pay at death of Your Spouse for whom We paid an accelerated benefit will be decreased by the amount of the accelerated benefit paid by Us for such Dependent.

On Life Insurance at conversion. The amount to which Your Spouse or Domestic Partner for whom We paid an accelerated benefit is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS provision will be decreased by the amount of the accelerated benefit paid by Us for Your Spouse or Domestic Partner.

On Your Dependents' Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Dependents' Accidental Death and Dismemberment Insurance.

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option for Your Spouse or Domestic Partner will end on the earliest of:

- the date Life Insurance for Your Spouse or Domestic Partner ends;
- the date Your rights in Life Insurance for Your Spouse or Domestic Partner are assigned; or
- the date You or Your legal representative have accelerated all Dependent Life Insurance benefits.

LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your Life Insurance ends 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 Your insurability will not be required.

When You Will Have the Option to Convert

You will have the option to convert when:

- Your Life Insurance ends because:
 - You cease to be in an eligible class;
 - Your employment ends;
 - the Group Policy ends, provided You have been insured for Life Insurance for at least 5 years; or
 - the Group Policy is amended to end Life Insurance for an eligible class of which You are a member, provided You have been insured for Life Insurance for at least 5 years.

A reduction in the amount of Your Life Insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

Application Period

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your Life Insurance ends, the Application Period begins on the date that such Life Insurance ends and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your Life Insurance ends, the Application Period begins on the date such Life Insurance ends and expires 25 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your Life Insurance Ends.

Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
 - Your Written application for the new policy; and
 - the premium due for such new policy;
2. the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - Your class of risk; and
 - Your attained age when Your Life Insurance ends;
3. the new policy may be on any form then customarily offered by Us excluding term insurance;
4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32nd day after the date Your Life Insurance ends; this will be the case regardless of the duration of the Application Period.

LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

Maximum Amount of the New Policy

If Your Life Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your Life Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$10,000.

If Your Life Insurance ends for any other reason the maximum amount of insurance that You may elect for the new policy is the amount of Your Life Insurance which ends under the Group Policy.

If You Die Within 31 Days After Your Life Insurance Ends

If You die within 31 days after Your Life Insurance ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary the amount of Life Insurance You were entitled to convert.

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

If Life Insurance for a Dependent ends for any of the reasons stated below, You or the Dependent will have the option to buy from Us an individual policy of life insurance on the life of the Dependent (“new policy”) 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 the Dependent’s insurability will not be required.

When You or a Dependent Will Have the Option to Convert

You will have the option to convert Life Insurance for a Dependent when:

- Life Insurance for the Dependent ends because:
 - You cease to be in an eligible class;
 - Your employment ends;
 - the Group Policy ends, provided You have been insured for Life Insurance for the Dependent for at least 5 years; or
 - the Group Policy is amended to end Life Insurance for Dependents for an eligible class of which You are a member, provided You have been insured for Life Insurance for the Dependent for at least 5 years; or

A Dependent will have the option to convert when Life Insurance ends because such Dependent ceases to qualify as a Dependent as defined in this certificate.

A reduction in the amount of Life Insurance for a Dependent as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

You must notify Us 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 the Dependent ends, 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 the date Life Insurance for the Dependent ends, the Application Period begins on the date such Life Insurance ends and expires 25 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Life Insurance for the Dependent ends.

Option Conditions

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
 - a Written application for the new policy for the Dependent; and
 - the premium due for such new policy;
2. the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - the Dependent’s class of risk; and
 - the Dependent’s attained age when Life Insurance for such Dependent ends;

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS (continued)

3. the new policy may be on any form then customarily offered by Us excluding term insurance;
4. the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32nd day after the date Life Insurance for the Dependent ends; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Life Insurance for a Dependent ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for Dependents for an eligible class of which You are a member, the maximum amount of insurance that may be elected for the new policy is the lesser of:

- the amount of Life Insurance for the Dependent that ends under the Group Policy less the amount of Life Insurance for Dependents for which You become eligible under any group policy within 31 days after the date insurance ends under the Group Policy; or
- \$10,000.

If Life Insurance for a Dependent ends for any other reason, the maximum amount of insurance that may be elected for the new policy is the amount of Life Insurance for the Dependent that ends under the Group Policy.

If a Dependent Dies Within the 31 Days After Life Insurance for a Dependent Ends

If a Dependent dies within 31 days after the date Life Insurance for the Dependent ends, Proof of the Dependent's death must be sent to Us. When we receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the amount of Life Insurance for the Dependent that could have been converted.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If You or a Dependent sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, will pay the insurance in effect on the date of the injury.

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

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

PRESUMPTION OF DEATH

You and/or a Dependent will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You and/or a Dependent were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
 - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
 - the date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

EXCLUSIONS (See notice page for residents of Missouri)

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority, except the United States National Guard;
6. any incident related to:
 - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
 - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
 - parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for self-preservation;
 - travel in an aircraft or device used:
 - for testing or experimental purposes;
 - by or for any military authority; or
 - for travel or designed for travel beyond the earth's atmosphere;
7. committing or attempting to commit a felony;

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

8. the voluntary intake or use by any means of:
 - any drug, medication or sedative, unless it is:
 - taken or used as prescribed by a Physician; or
 - an “over the counter” drug, medication or sedative taken as directed;
 - alcohol in combination with any drug, medication, or sedative; or
 - poison, gas, or fumes; or
9. war, whether declared or undeclared; or act of war, insurrection, rebellion or riot.

Exclusion for Intoxication

We will not pay benefits under this section for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

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

COMMON DISASTER

If You and Your Spouse or Domestic Partner are injured in the same accident and die within 365 days as a result of injuries in such accident, the Full Amount that we will pay for Your Spouse’s or Domestic Partner’s loss of life will be increased to equal the Full Amount payable for Your loss of life.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You, or for any loss sustained by a Dependent, We will pay benefits to You.

If You or a Dependent sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number shown on the Certificate Face Page.

APPLICABILITY OF PROVISIONS

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: SEAT BELT USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
 - was in an accident while driving or riding as a passenger in a Passenger Car;
 - was wearing a Seat Belt which was properly fastened at the time of the accident; and
 - died as a result of injuries sustained in the accident.

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

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

Seat Belt means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

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

BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$25,000.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: AIR BAG USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
 - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
 - was riding in a seat protected by an Air Bag;
 - was wearing a Seat Belt which was properly fastened at the time of the accident; and
 - died as a result of injuries sustained in the accident.

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

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

Seat Belt means any restraint device that:

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

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

Air Bag means an inflatable restraint device that:

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

BENEFIT AMOUNT

The Air Bag Use Benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$10,000.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: CHILD CARE

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

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that:
 - on the date of Your death a Child was enrolled in a Child Care Center; or
 - within 12 months after the date of Your death a Child was enrolled in a Child Care Center.

Child Care Center means a facility that:

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

BENEFIT AMOUNT

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

- an annual maximum of \$5,000; and
- an overall maximum of 12% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We will not pay for Child Care Center charges incurred after the date a Child attains age 12.

We may require Proof of the Child's continued enrollment in a Child Care Center during the period for which a benefit is claimed.

BENEFIT PAYMENT

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: CHILD EDUCATION

If You die as a result of an accidental injury, We will pay this additional Child Education benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that on the date of Your death a Child was:
 - enrolled as a full-time student in an accredited college, university or vocational school above the 12th grade level; or
 - at the 12th grade level and, within one year after the date of Your death, enrolls as a full-time student in an accredited college, university or vocational school.

BENEFIT AMOUNT

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

- an academic year maximum of \$10,000; and
- an overall maximum of 20% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Child's continued enrollment as a full-time student during the period for which a benefit is claimed.

BENEFIT PAYMENT

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: SPOUSE OR DOMESTIC PARTNER EDUCATION

If You die as a result of an accidental injury, We will pay this additional Spouse or Domestic Partner Education benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that:
 - on the date of Your death, Your Spouse or Domestic Partner was enrolled as a full-time student in an accredited school; or
 - within 12 months after the date of Your death, Your Spouse or Domestic Partner enrolls as a full-time student in an accredited school.

BENEFIT AMOUNT

We will pay an amount equal to the tuition charges incurred for a period of up to 1 academic year, not to exceed:

- an academic year maximum of \$5,000; and
- an overall maximum of 3% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Spouse's or Domestic Partner's continued enrollment as a full-time student during the period for which a benefit is claimed.

BENEFIT PAYMENT

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the Spouse or Domestic Partner.

If this benefit is in effect on the date You die and there is no Spouse or Domestic Partner who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT

Subject to the provisions of the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, We will pay this additional benefit if:

1. We receive Proof that You or a Dependent are confined in a Hospital as a result of an accidental injury which is the direct result of such confinement independent of other causes; and
2. This benefit is in effect on the date of the injury.

BENEFIT AMOUNT

We will pay an amount for each full month of Hospital Confinement equal to the lesser of:

- 1% of the Full Amount shown in the SCHEDULE OF BENEFITS; and
- \$2,500.

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

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

BENEFIT PAYMENT

Benefit payments will be made monthly. Payment will be made to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: COMMON CARRIER

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

BENEFIT AMOUNT

The Common Carrier Benefit is an amount equal to the Full Amount shown in the SCHEDULE OF BENEFITS.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.

FILING A CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to Us. The Policyholder will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

CLAIMS FOR LIFE INSURANCE BENEFITS

When a claimant files a claim for Life Insurance benefits, Proof should be sent to Us as soon as is reasonably possible after the death of an insured.

CLAIMS FOR OTHER INSURANCE BENEFITS

When a claimant files a claim for any other insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days of the date of a loss.

Notice of claim and Proof may also be given to Us by following the steps set forth below:

Step 1

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 20 days of the date of a loss.

Step 2

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within 15 days of giving Us notice of claim.

Step 3

When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

If the claimant does not receive a claim form within 15 days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

Step 4

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible but, in no event, other than for lack of legal capacity, may Proof be given later than one year after the date it is otherwise required.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

GENERAL PROVISIONS

Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment. You may also assign Your Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift. You may assign Your Voluntary Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift. We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Policyholder acknowledges that Your Life Insurance, Accidental Death and Dismemberment Insurance and Voluntary Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

All other insurance under the Group Policy may not be assigned prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to Us using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to Us within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving Beneficiary at Your death, We will determine the Beneficiary according to the following order:

1. Your Spouse or Domestic Partner, if alive;
2. Your child(ren), if there is no surviving Spouse or Domestic Partner;
3. Your parent(s), if there is no surviving child;
4. Your sibling(s), if there is no surviving parent; or
5. Your estate, if there is no surviving sibling.

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

If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary if alive. If you are not alive, We will determine the Beneficiary according to the following order:

1. Your Spouse or Domestic Partner, if alive;
2. Your child(ren), if there is no surviving Spouse or Domestic Partner;
3. Your parent(s), if there is no surviving child;
4. Your sibling(s), if there is no surviving parent; or
5. Your estate, if there is no surviving sibling.

GENERAL PROVISIONS (continued)

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

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of your Life Insurance or We may pay Your estate. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

Suicide

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 as follows:

- any premium paid by You will be returned to the Beneficiary; and
- any premium paid by the Policyholder will be returned to the Policyholder.

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. Any premium paid by the Policyholder for the increase will be returned to the Policyholder.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

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 Life and Accidental Death and Dismemberment 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.

For Life Insurance

We will not use Your statements which relate to insurability to contest 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.

For Accidental Death and Dismemberment Insurance

We will not use Your statements which relate to insurability to contest Accidental Death and Dismemberment Insurance after it has been in force for 2 years during Your life, unless the statement is fraudulent. 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, unless the statement is fraudulent.

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.

GENERAL PROVISIONS (continued)

Conformity with Law

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

Physical Exams

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

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

ERISA INFORMATION

NAME AND ADDRESS OF EMPLOYER AND PLAN ADMINISTRATOR

Pacific Gas and Electric Company
245 Market Street, P. O. Box 770000
Mail Code N2p
San Francisco, CA 94177
415-972-5160

EMPLOYER IDENTIFICATION NUMBER: 94-0742640

PLAN NUMBER	COVERAGE	PLAN NAME
503	Basic Life Insurance; Supplemental Life Insurance; dependent Life Insurance; Basic Accidental Death and Dismemberment Insurance; and Voluntary Accidental Death and Dismemberment Insurance	Pacific Gas and Electric Company Employee Welfare Plan 503

TYPE OF ADMINISTRATION

The above listed benefits are insured by Metropolitan Life Insurance Company ("MetLife").

AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan administrator at the above address. For disputes seeking payment of benefits, service of legal process may be made upon MetLife by serving MetLife's designated agent to accept service of process.

ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for insurance provided by MetLife under the Plan. It also includes a detailed description of the insurance provided by MetLife under the Plan.

PLAN TERMINATION OR CHANGES

The group policy sets forth those situations in which the Employer and/or MetLife have the rights to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the insurance described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your insurance ends in accordance with the DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsections of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your MetLife certificate.

CONTRIBUTIONS

No contribution is required for Basic Life Insurance and Basic Accidental Death and Dismemberment Insurance.

You must make a contribution to the cost of Supplemental Life Insurance, Voluntary Accidental Death and Dismemberment Insurance and Dependent Life Insurance.

The total premium rate for insurance provided under the Plan by MetLife is set by MetLife.

PLAN YEAR

The Plan's fiscal records are kept on a Plan year basis beginning each January 1st and ending on the following December 31st.

Qualified Domestic Relations Orders/Qualified Medical Child Support Orders

You and your beneficiaries can obtain, without charge, from the Plan Administrator a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

CLAIMS INFORMATION

Procedures for Presenting Claims for Life and Accidental Death and Dismemberment Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from the Employer who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, the claimant in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the employer who is usually able to provide the necessary information.

CLAIM SUBMISSION

In submitting claims for life and accidental death and dismemberment benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required Proof as described in the certificate.

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

Initial Determination

After MetLife receives your claim for Benefits, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

Appealing the Initial Determination

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

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

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

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

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

STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

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

Receive Information About Your Plan and Benefits

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

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

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

FUTURE OF THE PLAN

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

The Board of Directors of Pacific Gas and Electric Company shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.

Supplementary ERISA Information For Legal Services

The ERISA information set forth above which pertains to Group Supplemental Life Insurance also applies to Legal Services – Will Preparation Benefit and Estate Resolution Benefit, except as noted below:

Coverage

Legal Services – Will Preparation Benefit and Estate Resolution Benefit

Type of Administration

Legal Services – Will Preparation Benefit and Estate Resolution Benefit is administered by Hyatt Legal Plans, Inc.

Agent for Service of Legal Process

For disputes arising under those portions of the Plan administered by Hyatt Legal Plans, Inc, service of legal process may be made upon Hyatt Legal Plans, Inc.

Eligibility For Will Preparation Benefit and Estate Resolution Benefit - Description or Summary of Benefits

Your MetLife Group Supplemental Life Insurance certificate describes the eligibility requirements for the Legal Services - Will Preparation Benefit and Estate Resolution Benefit under the Plan. It also includes a summary description of the benefit. For more detailed information, you may contact the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

Plan Termination or Changes

The Will Preparation Benefit and Estate Resolution Benefit is being provided by Hyatt Legal Plans, Inc. through an agreement between MetLife and Hyatt Legal Plans, Inc. and may be terminated at any time.

Contributions

No contribution is required for Legal Services – Will Preparation Benefit and Estate Resolution Benefit.

Claims Information

Claims information for Legal Services – Will Preparation Benefit and Estate Resolution Benefit may be obtained by contacting the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400