MetLife

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 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.

This certificate describes insurance issued to You by MetLife. If You received any prior Certificate relating to the insurance set forth herein, such Certificate is void.

Policyholder:	Advanstaff Inc
Group Policy Number:	159525-G
Type of Insurance:	Disability Income Insurance: Short Term Benefits
MetLife Toll Free Number(s):	
For Claim Information	1-800-GET-MET8 (1-800-438-6388)
For General Information	1-800-GET-MET8 (1-800-438-6388)

THIS CERTIFICATE ONLY DESCRIBES SHORT TERM DISABILITY INCOME INSURANCE.

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

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW 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.

For Residents of North Dakota: If You are not satisfied with Your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of Our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if You elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under Your Certificate will not be covered.

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-300-4296

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR CERTIFICATE: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MetLife's para obtener información o para presentar una queja al:

1-800-300-4296

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU CERTIFICADO: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

NOTICE FOR RESIDENTS OF ALL STATES

WORKERS' COMPENSATION

This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

MANDATORY DISABILITY INCOME BENEFIT LAWS

For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico
This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

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 METLIFE AT:

METROPOLITAN LIFE INSURANCE COMPANY
ATTN: CONSUMER RELATIONS DEPARTMENT
500 SCHOOLHOUSE ROAD
JOHNSTOWN, PA 15904

1-800-438-6388

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

DEPARTMENT OF INSURANCE
CONSUMER SERVICES
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013

WEBSITE: http://www.insurance.ca.gov/

1-800-927-4357 (within California)
1-213-897-8921 (outside California)

NOTICE FOR RESIDENTS OF CONNECTICUT

MANDATORY REHABILITATION

This certificate contains a mandatory rehabilitation provision, which may require you to participate in vocational training or physical therapy when appropriate.

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 (for calls placed within Idaho) or 208-334-4250 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 RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

Metropolitan Life Insurance Company

1-800-438-6388

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF DISABILITY INCOME INSURANCE

1. If Your Disability Income 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 Disability Income 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 Disability Income Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

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

NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

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
1-804-371-9944 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF WEST VIRGINIA

FREE LOOK PERIOD:

If You are not satisfied with Your certificate, You may return it to Us within 10 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund within 10 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

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

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

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SCHEDULE OF BENEFITS

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

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

BENEFIT AMOUNTS AND HIGHLIGHTS

Disability Income Insurance For You: Short Term Benefits

You have elected the Short Term Disability Plan set forth below in this Schedule of Benefits. You may elect an incremental amount that falls within the benefit amount options shown in the range below.

Plan: 13 Week Maximum Benefit Period

Benefit.....	$50.00 - $1,000.00 not to exceed the percentage described below of Your Predisability Earnings
For Class 1	60%
For Class 2	40%
For Class 3	25%
Benefit Incremental Amount.....	$25.00
Elimination Period……	**For Injury** • 14 days of Disability **For Sickness** • 14 days of Disability
Maximum Benefit Period*……	13 weeks
Rehabilitation Incentives……	Yes

Additional Benefits:

Organ Donor Benefit……..	Yes

*The Maximum Benefit Period is subject to the LIMITED DISABILITY BENEFITS and DATE BENEFIT PAYMENTS END sections.

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 on a Full-Time basis. This must be done at:

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

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

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

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

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

Disabled or **Disability** means that due solely to Impairment caused by accidental injury or Sickness, You are:

- prevented from performing the material and substantial duties of Your Regular Occupation;
- not Gainfully Employed; and
- receiving Appropriate Care and Treatment from a Physician who is appropriate to treat the condition causing the Impairment.

We may waive the requirement of Appropriate Care and Treatment from a Physician if Your Physician provides documentation acceptable to Us that continued care would be of no benefit to You.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

Domestic Partner means each of two people, one of whom is You and You:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship. Each person must be:

    1. 18 years of age or older;
    2. unmarried;
    3. the sole domestic partner of the other;
    4. sharing a primary residence with the other; and
    5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

DEFINITIONS (continued)

Elimination Period means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

Employer means the Policyholder, person, business or other entity from which You earn a salary or wages in exchange for ongoing work or service. The term includes self-employment. You will be deemed to be self-employed if You have earned income directly from Your own business, trade, or profession, for a period of 3 or more consecutive months.

Full-Time means Active Work of at least 30hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

Gainfully Employed means actively engaged in an occupation for remuneration or profit.

Impairment means a loss of use or function that can be evaluated by medical means.

Organ Transplant Procedure means the surgical removal of any one or more of Your organs for the purpose of transplanting to another person.

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 the service is performed and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

The term does not include:

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

Predisability Earnings means gross salary or wages You were earning from the Policyholder. We calculate this amount on a weekly basis.

The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Policyholder’s contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

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.

Regular Occupation means Your usual occupation (or occupations, if more than one) in which You are Gainfully Employed at the time You become Disabled. If You are not Gainfully Employed at the time Your Disability begins, Regular Occupation shall then mean any occupation(s) for which You are reasonably fitted by Your education, training or experience.

Rehabilitation Program means a program that has been approved by Us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

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.

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 Actively at Work Full-Time employees of the Policyholder, but not temporary or seasonal employees, who work in a state other than California, Rhode Island, New York, New Jersey, Hawaii or Puerto Rico.**

Class 2 **All Actively at Work Full-Time employees of the Policyholder, but not temporary or seasonal employees, who work in New York, New Jersey, Hawaii or Puerto Rico.**

Class 3 **All Actively at Work Full-Time employees of the Policyholder, but not temporary or seasonal employees, who work in California or Rhode Island.**

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.

You will be eligible for insurance made available to the members of Your eligible class on the date such insurance takes effect under the Group Policy.

If You enter an eligible class after the date insurance is made available to the members of that class, You will be eligible for such insurance on the first day of the calendar month following the date You complete the required Waiting Period.

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

1. February 1, 2018; and

2. the first day of the calendar month following the date You complete the Waiting Period of 30 days.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the Waiting Period that applies to such insurance.

ENROLLMENT PROCESS

If You are eligible for an insurance benefit, You may enroll for such benefit by completing an enrollment 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 Written permission for the Policyholder to deduct premiums from Your pay for such insurance.

DATE YOUR INSURANCE TAKES EFFECT
Rules for Contributory Insurance

If You complete the enrollment process for Contributory Insurance **before** the date You become eligible, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, if You are Actively at Work on that date. 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; or

- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date. 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.

If You complete the enrollment process for Contributory Insurance **within 31 days after** the date You become eligible, 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 date You complete the enrollment process, if You are Actively at Work on that date. 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; or

- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date. 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.

If You complete the enrollment process for Contributory Insurance **more than 31 days after** the date You become eligible, You must give evidence of Your insurability satisfactory to Us. You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date. 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.

See the DEFINITIONS section of this certificate for a complete list of Contributory Insurance benefits.

Changes To Your Insurance

You may decrease the amount of Your insurance by making a request to Us for such decrease at any time.

The decrease will take effect on the later of the date We receive the request or the date for the decrease to be effective.

You may increase the amount of Your insurance, subject to any evidence of insurability requirements, by making a request to Us for such increase during the Policyholder's annual enrollment period.

If a change results in an increase in the amount of Your insurance and You:

- **are required** to give evidence of Your insurability satisfactory to Us for such increase as stated in the section entitled EVIDENCE OF INSURABILITY, You must give Us such evidence at Your expense. If We approve the increase, it will take effect on the date We state in Writing, if You are Actively at Work in an eligible class on such date. If You are not Actively at Work in an eligible class on such date, the increase will take effect on the date You resume such work.

- **are not required** to give evidence of Your insurability satisfactory to Us for such increase, You must be Actively at Work in an eligible class on the date the increase is to take effect. If You are not Actively at Work in an eligible class on such date, the increase will take effect on the date You resume such work.

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

You may discontinue Your insurance under this certificate by making a request to Us for such discontinuance at any time.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You;
4. the date You cease to be in an eligible class for Disability Income Insurance, You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not disabled on that date;
5. the last day of the calendar month Your employment ends; or
6. the last day of the calendar month You retire in accordance with the date Your employment ends.

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

Reinstatement of Disability Income Insurance

If Your insurance ends while You are employed with the Policyholder, You may become insured again as follows:

1. If Your insurance ends because:

   - You cease to be in an eligible class; or
   - Your employment ends; and
   - You become a member of an eligible class again within 31 days of the date Your insurance ended.

   You will not have to complete a new Waiting Period or provide evidence of Your insurability.

2. If Your insurance ends because You cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and You become a member of an eligible class within 31 days of the earlier of:

   - The end of the period of leave You and the Policyholder agreed upon; or
   - The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

   You will not have to complete a new Waiting Period or provide evidence of Your insurability.

3. In all other cases where Your insurance ends because the required premium for Your insurance has ceased to be paid, You will not have to complete a new Waiting Period. You will be required to provide evidence of Your insurability.

If You become insured again as described in either item 1 or 2 above, the time periods that apply to Pre-existing Conditions will be applied as if Your insurance had remained in effect with no interruption.

If You become insured again as described in item 3 above, the time periods that apply to Pre-existing Conditions will be applied based on the date You became insured again. However, a new Pre-existing Condition limitation time period will apply.

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE

To prevent a loss of insurance because of a change in insurance carriers, the following rules will apply if the Disability Income Insurance described in this certificate replaces a plan of group disability income insurance provided to You by the Policyholder:

Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:

- **If You are Actively at Work on such date**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.

Prior Plan means the plan of group disability income insurance provided to You by the Policyholder through another carrier on the day before the Replacement Date.

Replacement Date means the effective date of the Disability Income Insurance under the Group Policy.

- **If You are not Actively at Work on such date because You are Disabled**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.

  We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this certificate

  Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

  Benefit payments for such Disability will end on the earliest of:

  - the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this certificate; or

  - the date that payments would have ended under the provisions of the Prior Plan of insurance.

- **If You are not Actively at Work on the day before the Replacement Date for any other reason**, You will become insured for Disability Income Insurance under this certificate on the date You return to Active Work.

Rules for When Insurance Takes Effect if You were Not Insured Under the Prior Plan on the Day Before the Replacement Date:

- You will be eligible for Disability Income Insurance under this certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and

- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this certificate.

Rules for Pre-existing Conditions

In determining whether a Disability is due to a Pre-existing Condition, We will credit You for any time You were insured under the Prior Plan. If Your Disability is due to a Pre-existing Condition as described in this certificate, but would not have been due to a pre-existing condition under the Prior Plan, We will pay a benefit equal to the lesser of:

- the benefit amount under this certificate; and
- the disability income insurance benefit that would have been payable to You under the Prior Plan.

If Your Disability would have been due to a Pre-existing Condition under the Prior Plan, it will be treated as having been caused by a Pre-existing Condition under this certificate.

SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE (continued)

Rules for Temporary Recovery from a Disability under the Prior Plan

We will waive the Elimination Period that would otherwise apply to a Disability under this certificate if You:

- received benefits for a disability that began under the Prior Plan ("Prior Plan's disability");
- returned to work as an active full-time employee prior to the Replacement Date;
- become Disabled, as defined in this certificate, after the Replacement Date and within 90 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan's disability;
- are no longer entitled to benefit payments for the Prior Plan's disability since You are no longer insured under such Plan; and
- would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify under the Family and Medical Leave Act of 1993 (FMLA) for continuation of insurance. Please contact the Policyholder for information regarding the FMLA.

AT YOUR OPTION: PORTABILITY

If Your insurance ends under the Date Your Insurance Ends provision of this Certificate, in certain situations, it may be continued as described in this provision. This is referred to as "Continued Insurance". Evidence of insurability will not be required to obtain Continued Insurance. For purposes of this provision, insurance in effect under the Group Policy for which the Policyholder remits premium is referred to in this provision as Group Billed Insurance.

Except as provided within this provision, the benefits, terms and conditions of the Continued Insurance will be the same as those provided under the Group Policy when the Group Billed Insurance terminated.

Requirements for Continued Insurance

Continued insurance will be made available to You if:

- Your Group Billed Insurance ends for any reason other than non-payment of premium;
- We receive Your completed Written request on a form approved by Us within 31 calendar days after Your Group Billed Insurance ends; and
- You pay premiums required for Continued Insurance by the due date specified in the premium notice that We provide to You.

Amount of Continued Insurance

The amount of insurance that may be continued under this provision is the amount of Group Billed Insurance that is paid for by You that You were insured for on the day before Continued Insurance begins.

Group Billed Insurance is insurance in effect under the Group Policy for which the Policyholder remits premium.

We will only allow You to decrease the benefit amount at the time You obtain or while You are covered for Continued Insurance; however, the benefit amount cannot be decreased below the plan's lowest incremental election amount shown in the Schedule of Benefits. You may not request an increase in the benefit amount at the time on or after the time You obtain, or, while You are covered for, Continued Insurance.

Continued Insurance Benefit for Partial Disability

You are Partially Disabled when We determine that due to an Impairment resulting from a Sickness or accidental injury, You are unable to perform the material and substantial duties of Your Regular Occupation, or any occupation for which You are or become reasonably fitted by Your education, training or experience, but You are:

- working in a limited capacity for any Employer; and,
- receiving Appropriate Care and Treatment from a Physician.

If We receive Proof that You are Partially Disabled You will be eligible for a Partial Disability benefit as follows:

- We will reduce the amount of Your Disability benefit, as set forth in the Schedule by 50%.

After a period of of Disability for which You received benefits under this certificate, and You return to work, a Partial Disability benefit will apply. The Work Incentive is not applicable while on Continued Insurance.

For any given period of Disability, You may only receive either a Partial Disability benefit, or the Disability benefit, but not both. The time period during which You receive benefits paid while You are Disabled or Partially Disabled count towards Your Maximum Benefit Period.

Premiums for Continued Insurance

We will notify You of the amount of premium You must pay for Continued Insurance when Your Group Billed Insurance ends. The premium that You must pay for Continued Insurance will be determined on the same basis as premium rates charged for the Employee-paid Group Billed Insurance. We have the right to change premium rates in accordance with the terms set forth in the Group Policy. All premium payments for Continued Insurance must be made directly to Us by the due date specified in the premium notice sent to You.

End of Continued Insurance

Continued Insurance will end on the earliest of the following dates:

- the date You die; or
- if You do not pay a premium that is required for Continued Insurance, the last day of the period for which the last full premium has been paid for Your coverage; or
- the date Your Group Billed Insurance is reinstated under ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

AT THE POLICYHOLDER'S OPTION

The Policyholder has elected to continue Disability Income Insurance by paying premiums for its employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to the end of the month;

2. for the period You cease Active Work in an eligible class due to a Policyholder approved leave of absence, up to the end of the month;

3. for the period You cease Active Work in an eligible class due to layoff, up to the end of the month;

4. for the period You cease Active Work in an eligible class due to part-time status, up to the end of the month.

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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.

EVIDENCE OF INSURABILITY

No evidence of insurability is required for the insurance described in this certificate.

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the DATE BENEFIT PAYMENTS END section.

To verify that You continue to be Disabled without interruption after Our initial approval of the Disability claim, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

BENEFIT PAYMENT

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Benefit one after the date benefits begin to accrue. We will make subsequent payments thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each . For any partial of Disability, payment will be made at a daily rate of 1/7th of the Benefit payable.

We will pay Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

While You are receiving Benefits, You will be required to continue to pay for the cost of any disability income insurance defined as Contributory Insurance.

RECOVERY FROM A DISABILITY

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group short term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after You begin to receive Benefits, We will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 30 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, We will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

REHABILITATION INCENTIVES

Rehabilitation Program Incentive

If You participate in a Rehabilitation Program, We will increase Your Benefit by an amount equal to 10% of the Benefit.

Work Incentive

If You work while You are Disabled and receiving Benefits, Your Benefit will be adjusted as follows:

- Your Benefit will be increased by Your Rehabilitation Program Incentive.

Your Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Benefit plus the amount You earn from working exceeds 100% of Your Predisability Earnings.

Family Care Incentive

If You work or participate in a Rehabilitation Program while You are Disabled, We will reimburse You for up to $100 for expenses You incur for each family member to provide:

- care for Your or Your Spouse's child, legally adopted child, or child for whom You or Your Spouse are legal guardian and who is:

    - living with You as part of Your household;
    - dependent on You for support; and
    - under age 13.

The child care must be provided by a licensed child care provider who may not be a member of Your immediate family or living in Your residence.

- care for Your family member who is:

    - living with You as part of Your household;
    - chiefly dependent on You for support; and
    - incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.

Care to Your family member may not be provided by a member of Your immediate family.

We will make reimbursement payments to You on a basis starting with the Benefit payment. Payments will not be made beyond the Maximum Benefit Period. We will not reimburse You for any expenses for which You are eligible for payment from any other source. You must send Proof that You have incurred such expenses.

DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date benefits end as specified in the section entitled LIMITED DISABILITY BENEFITS;
- the date You are no longer Disabled;
- the date You die;
- the date You cease or refuse to participate in a Rehabilitation Program that We require;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

DISABILITY INCOME INSURANCE

ADDITIONAL SHORT TERM BENEFIT: ORGAN DONOR

If You become Disabled as a result of an Organ Transplant Procedure while insured, Proof of the Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Organ Donor benefit shown below.

If We pay this benefit, You will not have to complete an Elimination Period and You will not be subject to the PRE-EXISTING CONDITIONS section for purposes of such organ transplant procedure.

BENEFIT AMOUNT

We will increase Your Benefit by an additional amount equal to 10% of Your Benefit. This increase will be applied to the first Weekly Benefit payment and continue while You remain Disabled, up to the Maximum Benefit Period.

DISABILITY INCOME INSURANCE: SHORT TERM BENEFITS PRE-EXISTING CONDITIONS

Pre-existing Condition means a Sickness or accidental injury for which You:

- received medical treatment, consultation, care, or services; or
- took prescription medication or had medications prescribed;

in the 6 months before Your insurance under this certificate takes effect.

We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of Your insurance for a Disability that results from a Pre-existing Condition, if You have been Actively at Work for less than 12 consecutive months after the date Your Disability insurance or the elected increase in the amount of such insurance takes effect under this certificate.

DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS

For Disability Due to Alcohol, Drug or Substance Abuse or Addiction

If You are Disabled due to alcohol, drug, or substance abuse or addiction, We will limit Your Disability benefits to one period of Disability during Your lifetime. During Your Disability, We require You to participate in an alcohol, drug or substance abuse or addiction recovery program recommended by a Physician.

We will end Disability benefit payments at the earliest of:

- the date You receive 4 weeks of Disability benefit payments;
- the date You cease or refuse to participate in the recovery program referred to above; or
- the date You complete such recovery program.

For Disability Due To Mental or Nervous Disorders or Diseases

If You are Disabled due to one or more of the following medical conditions described below, We will limit Your Disability benefits to a lifetime maximum equal to the lesser of:

- 13 weeks; or
- the Maximum Benefit Period.

Subject to the Administration of Limited Disability Benefits for Disability Due to Mental and Nervous Disorders or Diseases provision set forth below;

Your Disability benefits will be limited as stated above for Mental or Nervous Disorder or Disease that results from any cause, except for:

- Neurocognitive Disorders;
- Schizophrenia; or
- Bipolar I Disorder.

ADMINISTRATION OF LIMITED DISABILITY BENEFITS FOR DISABILITY DUE TO MENTAL AND NERVOUS DISORDERS OR DISEASES

If no exception above applies, and You are Disabled as a result of more than one injury or Sickness for which Disability benefits are payable under this certificate, each of which are subject to the provisions of the Limited Disability Benefits section, the benefit limitation periods will run concurrently for all such conditions.

DEFINED TERMS USED IN LIMITED DISABILITY BENEFITS

Bipolar I Disorder means a psychiatric disorder diagnosed in accordance with the diagnostic criteria for Bipolar I Disorder set forth in the most recent edition of the Diagnostic And Statistical Manual Of Mental Disorders (DSM) as of the date of Your Disability. Supporting documentation must include evidence that You experienced at least one full manic episode. The following conditions, as determined using the diagnostic criteria for such conditions set forth in the most recent edition of the DSM as of the date of Your Disability **are not** considered Bipolar I Disorder for purposes of this exclusion:

- bipolar II disorder;
- cyclothymic disorder;
- substance induced bipolar disorder;
- bipolar disorder associated with a known general medical condition;
- other specified bipolar disorder; or
- unspecified bipolar disorder.

Mental or Nervous Disorder means a medical condition which meets the diagnostic criteria set forth in the most recent edition of the DSM as of the date of Your Disability. A condition may be classified as a Mental or Nervous Disorder or Disease regardless of its cause.

Neurocognitive Disorder means a condition that meets the diagnostic criteria for neurocognitive disorders set forth in the most recent edition of the DSM as of the date of Your Disability, and the cognitive deficits that

relate to the Disability are not attributable to another Mental or Nervous Disorder or Disease. Neurocognitive disorders include, but are not limited to, conditions such as Alzheimer's disease and other forms of dementia, and Traumatic Brain Injury.

Schizophrenia means a chronic psychiatric disorder diagnosed in accordance with the diagnostic criteria for Schizophrenia set forth in the most recent edition of the DSM as of the date of Your Disability.

For Occupational Disabilities

We will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive benefits under workers' compensation or a similar law.

DISABILITY INCOME INSURANCE: EXCLUSIONS

We will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide;
5. commission of or attempt to commit a felony; or
6. elective treatment or procedures, such as:
    - cosmetic surgery or treatment primarily to change appearance;
    - sex-change surgery;
    - reversal of sterilization;
    - liposuction;
    - visual correction surgery; and
    - in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

FILING A DISABILITY INCOME INSURANCE CLAIM: SHORT TERM BENEFITS

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim. We recommend that You do so no later than 2 weeks after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner.

When a claimant files an initial claim for Disability Income Insurance benefits described in this certificate, both the notice of claim and the required Proof should be sent to Us within 90 days after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance 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 end of the Elimination Period.

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 within 90 days after the end of the Elimination Period or if it is not reasonably possible to give notice of claim or Proof within such period, they are given as soon as is reasonably possible thereafter.

Items to be Submitted for a Disability Income Insurance Claim

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
- Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability;
- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
- the names and addresses of all:
  - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation;
  - pharmacies which have filled Your prescriptions within the past three years; and

- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

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.

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Disability Income Benefit Payments: Who We Will Pay

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary for any amount that is or becomes due, 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(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

Beneficiary

You may designate a Beneficiary by completing a Beneficiary Designation form when You submit a claim. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to MetLife using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to MetLife 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 benefits equally.

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

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 insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and

3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

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

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, 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.

Overpayments for Disability Income Insurance

Recovery of Overpayments

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement confirms that You will reimburse Us for all overpayments.

How We Recover Overpayments

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

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

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

Lien and Repayment

If You become Disabled and You receive Disability benefits under this certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this certificate for such Disability. Our right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate;
- furnishing of documents and other information as requested by Us or any person working on Our behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate, up to an amount equal to the benefits paid to You under this certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this certificate.