# **MetLife**

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166-0188

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits of this policy subject to the terms and provisions of this policy. The Schedule of Exhibits lists each Exhibit to this policy, to whom it applies and its effective date.

**Policyholder**: National Association for the Self-Employed, Inc.

**Group Policy No.:** 122609-2-G

#### **EFFECTIVE DATE**

This policy will take effect on January 1, 2011.

#### **POLICY ANNIVERSARIES**

Policy anniversaries will be January 1, 2012 and each subsequent January 1.

#### **PREMIUM PAYMENTS**

This policy is issued in return for the payment of required Premiums by the Policyholder. Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid by this policy's effective date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates. MetLife and the Policyholder may agree that payment be made in advance every 3, 6 or 12 months.

## **POLICY SITUS**

This policy is issued for delivery in and governed by the laws of the District of Columbia. Signed as of this policy's effective date at MetLife's home office in New York, New York.

Jeffrey A. Welikson Senior Vice President and Secretary C. Robert Henrikson Chairman of the Board, President and Chief Executive Officer

Date: 11/24/2010

Signed by

(A licensed MetLife agent or resident agent as required by law.)

Michael & Collins

GROUP SUPPLEMENTAL LIFE INSURANCE POLICY

**NON-DIVIDEND PAYING** 

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#### **DEFINITIONS**

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

**Contribution** means the amount the Member may be required to pay toward the total Premium that MetLife charges for the insurance provided by this policy.

Contributory Insurance means insurance for which the Member must pay at least a part of the Premium.

Covered Person means a Member as set forth in the certificate which applies to the Member.

**Member** is defined in the certificate which applies to the Member.

**Noncontributory Insurance** means insurance for which the Policyholder may not require the Member to pay any part of the Premium.

**Policy Month.** The first Policy Month begins on the Plan Effective Date. Subsequent Plan Months will begin on the same day of each subsequent calendar month.

Premium Due Date is defined on page 1.

Premium means the amount the Policyholder must pay to MetLife for all the insurance provided under this policy

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

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

## SCHEDULE OF INSURANCE

The insurance which applies under this policy is set forth in the Exhibit and the appropriate records of MetLife and the Policyholder.

MetLife and the Policyholder have agreed that, a MetLife affiliate (the "Affiliate"), shall make a will preparation service (the "Service") available to Members who elect group supplemental life insurance coverage. This Service will be made available at no cost to the Policyholder or to such Members during the period that group supplemental life insurance coverage is in effect.

MetLife and the Policyholder have agreed that, a MetLife affiliate ("Affiliate"), shall make a probate benefit ("Benefit") available to the estate of each Member who elects group supplemental life insurance coverage and who dies while such group supplemental life insurance coverage is in effect. This Benefit will be made available at no cost to the Policyholder or to such Members.

#### **ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE**

The Eligibility and Effective Dates of Insurance provisions that apply under this policy are set forth in the Exhibits and the appropriate records of MetLife and the Policyholder. Provisions setting forth the conditions, if any, under which MetLife requires a person to furnish evidence of good health that is satisfactory to MetLife to obtain coverage are set forth in the Exhibits.

#### **CONTRIBUTIONS**

The Policyholder will not require a Member to contribute to the cost of Noncontributory Insurance.

The maximum amount that a Member may be required to contribute to the cost of Contributory Insurance will not exceed the Premium charged for the amounts of such insurance.

## **PREMIUM RATE(S)**

## Initial Rate(s)

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

## **Computation of Premium**

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

MetLife may use any reasonable method to compute Premiums due under this policy.

## **Premiums for Changes in Insurance**

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

If this policy ends, or if insurance ends for a class of persons, Premium will be charged to the date insurance ends. If insurance ends for other reasons, Premium will be charged to the end of the Policy Month in which insurance ends.

## PREMIUM RATE(S) (continued)

## **Right to Change Premium Rates**

MetLife may change Premium rates for changes which MetLife determines may affect the risk assumed for the insurance provided by this policy as follows:

- 1. when the policy is amended or endorsed;
- 2. when a class of eligible persons is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations;
- 3. when, with MetLife's written consent, a subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including corporate restructuring, acquisition, spin-off or similar situations:
- 4. when there is a significant change in the geographic distribution of Members insured under this policy;
- 5. when applicable law requires a change in:
  - a. the insurance provided by this policy; and/or
  - b. the class of persons eligible for insurance under this policy; and
- 6. when a Premium Due Date coincides with or next follows:
  - a. a change greater than 25% in the number of Covered Persons under this policy since the later of the policy Effective Date and the last date Premium rates were changed; or
  - b. a change greater than 25% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.

In addition, MetLife may change Premium rates:

- except as may be stated the Exhibits, on any date on or after the first Policy Anniversary Date; this will be done no more frequently than every 6 months and only if MetLife notifies the policy, in Writing, at least 31 days before such change; and
- 2. on any other date agreed to by MetLife and the Policyholder.

The new Premium rates will apply only to Premiums due on or after the date the rate change takes effect.

## **GRACE PERIOD**

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

**Policyholder's intent to end the policy during the grace period**. The Policyholder may notify MetLife in Writing prior to the end of the grace period of its intent to end the policy before the end of the grace period. In this case, the Policy will end on the later of:

- 1. the date stated in the notice: or
- the date MetLife receives the notice.

If the Policyholder replaces the policy with another group insurance plan but does not give MetLife notice of intent to end the policy, the grace period provisions will apply.

**Grace period extensions**. MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date the policy will end if the Premium remains unpaid.

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

#### END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder may end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

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

MetLife may end this policy as follows:

- 1. on the date Premium is not paid when due, subject to the Grace Period provisions;
- 2. on any Policy Anniversary, by giving the Policyholder 31 days advance Written notice;
- 3. on any Policy Premium Due Date, by giving the Policyholder 31 days advance Written notice, if less than:
  - a. 75% of persons eligible under the policy are insured for Contributory Insurance;
  - b. 100% of persons eligible under the policy are insured for Noncontributory Insurance; or
  - c. 50 Members are insured by the policy;

## **END OF INSURANCE PROVIDED BY THIS POLICY (Continued)**

- 4. on any policy Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or
- 5. on any Policy Anniversary, except during a Rate Guarantee Period as may be provided in the Exhibits attached to this policy, by giving the Policyholder 31 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

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

#### REINSTATEMENT

The Policyholder may request to reinstate this policy within one year from the date it ended. The request must be in Writing and it must provide MetLife with information that MetLife requires to consider such request. If MetLife approves the request, the policy will be reinstated on the date stated in Writing by MetLife.

#### **GENERAL PROVISIONS**

Entire Contract. The entire contract is made up of the following:

- 1. this policy, including its Exhibits;
- 2. the Policyholder's application, a copy of which is attached to this policy; and
- 3. the amendments and endorsements to this policy, if any.

**Policy Changes or Waivers.** The terms and provisions of this policy may be changed, at any time, without the consent of the Covered Persons or anyone else with a beneficial interest in it. MetLife will issue amendments or endorsements to effect such changes. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the insurance provided under certificates issued before the effective date of the change, unless retroactivity is consistent with applicable law.

An officer of MetLife must approve in writing any change or waiver of the terms and provisions of this policy. A sales representative, or other MetLife employee, who is not an officer of MetLife does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment signed by an officer of MetLife and the Policyholder or its designee. An endorsement will be signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy and the Exhibits will be revised accordingly.

**Incontestability: Statements Made by the Policyholder.** Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application or Request for Participation.

**Incontestability: Statements Made by Covered Persons.** Any statement made by a Covered Person will be considered a representation and not a warranty. MetLife 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. the Covered Person has Signed the application or enrollment form; and
- 3. a copy of the application or enrollment form has been given to the Covered Person, his beneficiary or personal representative.

## **GENERAL PROVISIONS (continued)**

**Certificates.** MetLife will issue certificates to the Policyholder for delivery to each Covered Person, as appropriate. Such certificate will describe the Covered Person's benefits and rights under this policy. "Certificate" includes any of MetLife's insurance riders, notices or other attachments to the certificate.

**Assignment.** The life insurance rights and benefits under this policy are assignable by gift. A Member may have made an irrevocable assignment under a group policy that this policy replaces. In this case, MetLife will recognize the assignee(s) under such assignment as owner(s) of the Member's right, title and interest under this policy if:

- 1. a Written form satisfactory to MetLife, affirming this assignment, has been completed;
- 2. the Written form has been Signed by the Member, assignee(s) and Policyholder; and
- 3. the Written form is delivered to MetLife for recording.

MetLife is not responsible for the validity of an assignment. All other insurance under this policy may not be assigned prior to a claim for benefits, except as required by law or as permitted by MetLife.

**Data Needed.** The Policyholder will provide MetLife with all the data needed to compute Premiums and carry out the terms of this policy. MetLife may examine such data at any reasonable time. If MetLife or the Policyholder make a clerical error in keeping the data, the Premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in effect, nor will it continue insurance validly ended.

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

Non-Dividend Paying. This policy does not pay dividends.

**Conformity with Law**. If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

# **SCHEDULE OF EXHIBITS**

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Premium Rates	All Covered Persons	January 1, 2011
2	Certificate Forms	All Covered Persons	January 1, 2011

GPNP99-ASSN 122609-2-G SCH/EXHIBITS DATE: January 1, 2011

## **EXHIBIT 1**

# **SCHEDULE OF PREMIUM RATES**

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

## **Rate Guarantee Period**

Subject to the Right to Change Premium Rates provision on page 4, the Premium rates for Supplemental Life Insurance will be in effect from January 1, 2011 through December 31, 2012.

# **Supplemental Life**

Supplemental Life Insurance for Members:

Ann of Month on	Amount Per \$1,000 of Supplemental Life Insurance
Age of Member	<u>in force hereunder</u>
Less than 25	\$0.059
25 but less than 30	\$0.071
30 but less than 35	\$0.094
35 but less than 40	\$0.106
40 but less than 45	\$0.118
45 but less than 50	\$0.177
50 but less than 55	\$0.271
55 but less than 60	\$0.507
60 but less than 65	\$0.779
65 but less than 70	\$1.498
70 but less than 75	\$2.430
75 but less than 80	\$3.941
80 but less than 85	\$6.383
85 and over	\$10.335

GPNP99-ASSN 122609-2-G SCH/EXHIBITS DATE: January 1, 2011

# **EXHIBIT 2**

# **CERTIFICATE FORMS**

Certificate Number	Certificate Form	Applies To	Effective Date
1	GCERT2000	Supplemental Life Insurance for all Members, other than Members residing in Washington	January 1, 2011