# Hospital Indemnity Insurance - High Plan

Summary Plan Description (SPD) for active employees

Effective Jan. 1, 2025

You can go online to obtain an electronic copy or call the Lumen Health and Life Service Center at Businessolver, 833-925-0487 or 317-671-8494 (International callers), to request a paper copy of a Summary Plan Description (SPD).



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## **Fixed Indemnity Notice**

#### Important: This is a Fixed Indemnity Policy, not Health Insurance.

This Fixed Indemnity Policy may pay you a limited dollar amount if you're sick or hospitalized. You're still responsible for paying the cost of your care.

- The payment you get isn't based on the size of your medical bill.
- There might be a limit on how much this policy will pay each year.
- This policy isn't a substitute for comprehensive health insurance.
- Since this policy isn't health insurance, it doesn't have to include most Federal consumer protections that apply to health insurance.

#### Looking for comprehensive health insurance?

- Visit HealthCare.gov or call 1-800-318-2596 (TTY: 1-855-889-4325) to find health coverage options.
- To find out if you can get health insurance through your job, or a family member's job, contact the employer.

#### **Questions about this policy?**

- For questions or complaints about this policy, contact your State Department of Insurance. Find their number on the National Association of Insurance Commissioners' website (naic.org) under "Insurance Departments."
- If you have this policy through your job, or a family member's job, contact the employer.



### Introduction

Lumen Technologies, Inc. ("Lumen" or the "Company") is pleased to provide you with this supplement to your Certificate of Hospital Indemnity Insurance ("Certificate of Coverage") and the Certificate of Hospital Indemnity Insurance (the "Plan"), collectively referred to as this Summary Plan Description (this "SPD"). The Hospital Indemnity benefits provided under the Plan is a benefit option under the Lumen Welfare Benefits Plan (the "Welfare Benefits Plan").

This SPD, together with other plan documents (such as applicable provisions of the Welfare Benefits Plan, summaries of material modifications ("SMMs"), amendments and Summaries of Benefits Coverage, and materials you receive at Annual Enrollment) are collectively referred to as, and constitute, the official "Plan Document" and describe your eligibility, benefits and rights and responsibilities under the Plan. The Plan is an insured benefit provided by Metropolitan Life Insurance Company ("MetLife"). This Welfare Benefits Plan is a welfare benefits plan subject to and covered by the federal law known as the Employee Retirement Income Security Act ("ERISA").

This SPD is expressly made part of the Plan and is legally enforceable as part of the Plan with respect to its terms and conditions. This document shall serve as a Summary Plan Description and shall also constitute the Plan.

#### This is an important document

This SPD explains how the Plan works and describes your Hospital Indemnity benefits and rights as well as your obligations under the Plan (and as applicable the Welfare Benefits Plan). All of the specific rules governing the Plan are contained in the Plan Document. You, your dependents and beneficiaries, and your lawyer (or other legal representative) may examine the Plan Document and other documents relating to the Plan during regular business hours, or by appointment at a mutually convenient time in the office of the Plan Administrator.

We encourage you to read this SPD in its entirety. Many sections of this SPD are related to other sections of the document. Thus, you may not have all of the information you need by reading just one section.

You should retain this SPD and all SPDs, plus any attachments (for example SMMs, amendments, Summaries of Benefits Coverage, Annual Enrollment Guides and addendums) in a safe place for future reference. If you have questions after reading this SPD or other documents, please contact the Claims Administrator or the Plan Administrator (see contact information below).

For questions about the Plan, you can also call the Lumen Health and Life Service Center at 833-925-0487 or 317-671-8494 (International callers). You can go online to <u>lumen.com/healthandlife</u> (if actively working) or <u>lumen.com/</u> healthbenefits to obtain an electronic copy of this SPD or you can call the Lumen Health and Life Service Center.

#### Company's reserved rights

The Company reserves the right to amend or terminate the Welfare Benefits Plan and all or any of the benefits available under the Welfare Benefits Plan, including the Hospital Indemnity benefits provided under the Plan, with respect to all participant classes, retired or otherwise without prior notice to or consultation with any participant, subject to applicable laws and collective bargaining agreements.

#### Benefits are explained in this SPD

The Plan provides Hospital Indemnity benefits as described in the Certificate of Coverage that follows in this SPD for non-union and union represented employees who elect to enroll in the Plan. This SPD provides information about the Plan, including, but not limited to, the following:



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- Eligibility.
- When coverage begins and ends.
- Questions, complaints, how to appeal a claim.
- The Plan's right to restitution.
- Plan information.
- A statement of your ERISA rights.

#### Eligibility for insurance and description of benefits

The Certificate of Coverage below describes the eligibility requirements for benefits insured by MetLife under the Plan. It also includes a detailed description of the terms of the insurance coverage provided by MetLife under the Plan and the maximum benefits that can be paid.

#### **Contributions and funding**

Participants pay the entire cost of the Plan coverage. No portion of the Plan is paid by Lumen. The Plan benefits are fully insured and paid by MetLife.

While on an unpaid leave of absence, you will be direct billed for the cost of the coverage. Failure to pay the coverage cost when due will result in the cancellation of your coverage in the Plan. If you have questions regarding your benefits under the Plan or direct billing, please contact the Lumen Health and Life Service Center at 833-925-0487 or 317-671-8494 (International callers).

#### Inform the Plan of changes

You must notify the Plan of a change in your address and/or telephone number as well as notifying the Plan of other changes to your name and/or marital status. To do this, you must contact the Lumen Health and Life Service Center.

#### A word about your privacy

In determining benefits and eligibility, the Plan will use confidential or personal health information. Please keep in mind it is very important for you to follow the Plan's procedures, as summarized in this SPD, in order to obtain Plan benefits and to help keep your personal health information private and protected. For example, contacting someone at the Company other than the Claims Administrator or Plan Administrator (or their duly authorized delegates), in order to try to get a benefit claim issue resolved, is not following the Plan's procedures. If you do not follow the Plan's procedures for claiming a benefit or resolving an issue involving Plan benefits, there is no guarantee the Plan benefits for which you may be eligible will be paid to you on a timely basis, or paid at all, and there can be no guarantee that your personal health information will remain private and protected.

#### Health plan coverage is not health care advice

Please keep in mind that the sole purpose of the Plan is to provide payment of certain Hospital Indemnity expenses and not to guide or direct the course of treatment of any employee or eligible dependent. Just because your health care provider recommends a course of treatment does not mean it is approved and payable under the Plan. A determination by the Claims Administrator or the Plan Administrator that a particular course of treatment is not eligible for payment or is not covered under the Plan does not mean that the recommended course of treatments, services or procedures should not be provided to the individual or that they should not be provided in the setting or facility proposed.

Only you and your health care provider can decide what is the right health care decision for you. Decisions by the Claims Administrator or the Plan Administrator are solely decisions with respect to Plan coverage and do not constitute health care recommendations or advice.



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#### Lumen's right to use your Social Security number for administration of benefits

Lumen retains the right to use your Social Security number for benefit administration purposes, including tax reporting. If a state law restricts the use of Social Security numbers for benefit administration purposes, Lumen generally takes the position that ERISA preempts such state laws.

#### No conversion rights when coverage ends

There are no individual conversion rights to this insurance benefit after the coverage ends.

#### **General Plan information**

Plan Name:	Lumen Welfare Benefit Plan
Plan Sponsor:	Lumen Technologies, Inc. 214 East 24th Street Vancouver, WA 98663
Employer Identification Number:	72-0651161
Plan Number:	513
Coverage:	Hospital Indemnity Insurance
Type of Administration:	The Hospital Indemnity Insurance benefits provided under the Plan are insured by MetLife, which is liable for any benefits under the Plan. The group policy specifies the circumstances under which MetLife is liable for Hospital Indemnity insurance benefits.
Plan Administrator:	Lumen Employee Benefits Committee 214 East 24th Street Vancouver, WA 98663
Claims Administrator:	MetLife P.O. Box 981282 El Paso, Texas 79998-1282 Group No: 148069 Website Address: metlife.com/mybenefits 866-832-5756 Fax Number: 859-389-6505
Agent for Service of Legal Process	Lumen Technologies, Inc. Associate General Counsel/ERISA 931 N. 14th Street Denver, CO 80202
Legal process may also be served on:	Lumen Technologies, Inc. 214 East 24th Street Vancouver, WA 98663



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#### **Plan fiduciary**

The ERISA "named fiduciary" of the Welfare Benefits Plan is the Lumen Employee Benefits Committee. The Company has designated the Claims Administrator - the insurer, MetLife - as the ERISA "claims fiduciary" for purposes of all claims arising under the Plan.

#### Circumstances that may affect your Plan benefits

Under certain circumstances all or a portion of your benefits under the Plan may be denied, reduced, suspended, terminated or otherwise affected. These circumstances are addressed in this SPD and includes:

- The Plan is changed, amended or terminated or the contract with MetLife amended or terminated.
- You attain the maximum benefit available under the Plan.
- You misrepresent or falsify any information required under the Plan; you will not be permitted to benefit under the Plan from your own misrepresentation.
- You have been overpaid a benefit and the Plan seeks recovery of the overpayment.
- Your coverage under the Plan is terminated for one of a variety of reasons, for example, failure to submit required documentation timely or, if applicable, to pay a premium.

#### Claims and appeals for benefits and time limitation on civil actions

You should refer to "Claims Information" in the "ERISA Information" section at the end of the Certificate of Coverage to understand how to file a claim for benefits and, if denied all and part, how to appeal that denial. You cannot bring any legal proceeding or action against the Plan, the Plan Administrator, Claims Administrator or the Company unless you first complete all the administrative claims and appeals requirements.

You cannot bring any legal proceedings or action against the Plan, the Claims Administrator or the Plan Administrator (or Lumen) until you have exhausted the claims and appeal administrative remedies described in "Claims Information" in the "ERISA Information" section at the end of the Certificate of Coverage. Once you have exhausted the administrative remedies, you can bring any legal proceedings or action within 12 months or 1 year of the date the Claims Administrator notified you of the final decision on your appeal, unless otherwise provided in the Certificate of Coverage below. No person has the right to file a civil action, proceeding or lawsuit against the Plan or any person acting with respect to the Plan, including, but not limited to, the Company, any participating company, the Lumen Employee Benefits Committee or any other fiduciary, or any third party service provider, after the last day of the 12th month following the later of (a) the 60th day after receipt by the claimant of written notification of the adverse benefit determination on appeal or (b) the date on which the adverse benefit determination on appeal was issued with respect to such Plan benefit claim.

#### **Clerical error**

If a clerical error or other mistake occurs, however occurring, that error does not create a right to benefits. Clerical errors include, but are not limited to, providing misinformation on eligibility or benefit coverages or entitlements or relating to information transmittal and/or communications, perfunctory or ministerial in nature, involving claims processing, recordkeeping. Although every effort is and will be made to administer the Plan in a fully accurate manner, any inadvertent error, misstatement or omission will be disregarded and the actual Plan provisions will be controlling. A clerical error will not void coverage to which a participant is entitled under the terms of the Plan, nor will it continue coverage that should have ended under the terms of the Plan. When an error is found, it will be corrected or adjusted appropriately as soon as practicable. Interest shall not be payable with respect to a benefit corrected or adjusted. It is your responsibility to confirm the accuracy of statements made by the Plan or our designees, including the Claims Administrator(s), in accordance with the terms of this SPD and other Plan documents.

#### Records and information and your obligation to furnish information

At times, the Plan, the Claims Administrator or the Plans Administrator may need information from you. You

agree to furnish the Plan, the Claims Administrator and/or the Plan Administrator with all information and proofs that are reasonably required regarding any matters pertaining to the Plan. If you do not provide this information when requested, it may delay or result in the denial of your claim.

By accepting benefits under the Plan, you authorize and direct any person that has provided services to you, to furnish the Plan or the Claims Administrator with all information or copies of records relating to the services provided to you. The Plan or the Claims Administrator has the right to request this information at any reasonable time. This applies to all Participants.

The Plan agrees that such information and records will be considered confidential. The Company and the Claims Administrator and the Plan Administrator have the right to release any and all records which are necessary to implement and administer the terms of the Plans, for appropriate medical review or quality assessment, or as we are required by law or regulation.

#### Interpretation of the Plan

The Plan Administrator has delegated to the Claims Administrator, MetLife, its discretionary authority to make all final determinations regarding claims and appeals for benefits under the Plan. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information, and the amount of any benefits due, and to construe the terms of the policy insuring the benefits for the Plan.

Any decision made by the Claims Administrator in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing the Claims Administrator's determinations shall uphold such determination unless the claimant proves the determinations are arbitrary and capricious.





Metropolitan Life Insurance Company New York, New York

#### POLICY ENDORSEMENT

Group Policy No.:	All Group Policy Numbers for policies that include a disclosure and information regarding access to non-insured Healthcare Navigation Services
Policyholder:	Any Policyholder of a policy described above
Effective Date:	January 1, 2025

Metropolitan Life Insurance Company ("MetLife"), a stock company, issues this endorsement to change the following:

The disclosure that provides information regarding access to certain non-insured Healthcare Navigation Services, no longer applies and is deleted from the policy.

This endorsement is to be attached to and made a part of the policy. This endorsement is subject to the terms and provisions of the policy.

#### To be completed by Metropolitan Life Insurance Company:

Signed at:

New York

(City)

NY (State) Date: October 31, 2024

montrahen T. Swank

(Signature of Authorized MetLife Representative)

I.lu/Kuj

Michel Khalaf President



#### METROPOLITAN LIFE INSURANCE COMPANY NEW YORK, NEW YORK

#### **CERTIFICATE OF HOSPITAL INDEMNITY 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. References to coverage for Your Dependents throughout this Certificate only apply if insurance is in effect for Your Dependents. Please refer to the Covered Persons Specifications page and Eligibility Provisions: Dependent Insurance section for details.

This Certificate is issued to You under the Group Policy. This Certificate includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.** The Group Policy is a contract between MetLife and the Group Policyholder. It may be changed or ended without Your consent or notice to You.

Group Policyholder: Group Policy Number: MetLife Toll Free Number: Lumen Technologies 0085300 1-800-GETMET8

<u>Important Notice</u>: The insurance evidenced by this Certificate provides limited benefits. The benefit amounts shown on the Schedule are not based on any medical expenses that are incurred. You should have medical coverage in force when You enroll for this insurance.

This is a supplement to health insurance and is not a substitute for major medical coverage. Lack of major medical coverage (or other minimum essential coverage) may result in an additional payment with Your taxes.

30-Day Right to Examine Certificate. Please read this Certificate carefully. If You are not satisfied for any reason, You may notify Us that You are cancelling Your Certificate within 30 days from the date of delivery by calling us at 1-800-GETMET8. If You notify Us that You are cancelling within the 30 day period, this Certificate will be void from the beginning. We will refund any premium or Contribution paid within 30 days after We receive Your notice of cancellation.

### Florida Residents: The benefits of the policy providing Your coverage are governed primarily by the laws of a state other than Florida.

Maryland Residents: The Group Policy providing coverage under this Certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

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

#### NOTICE FOR RESIDENTS OF FLORIDA

If You were a resident of Florida on Your Certificate effective date, this notice applies to You.

The following provision is added to the When Insurance Ends section of this Certificate if that section does not include an Extension of Benefits provision. If the When Insurance Ends section includes an Extension of Benefits provision, We will only pay benefits under one provision, which will be the one that pays the most.

#### EXTENSION OF BENEFITS

If a Covered Person is Confined on the date Your insurance ends, and You do not continue insurance under the At Your Option: Continuation with Premium Payment provision, We will pay certain benefits for such Covered Person if the Confinement continues after Your insurance ends, in accordance with, and subject to all of the following:

- No benefits will be available under this Extension of Benefits provision if Your insurance ends due to nonpayment of premium.
- The Confinement Benefit will be payable if requirements for payment of that benefit are met while the Covered Person is Confined. No other benefits will be payable.
- Benefits payable under this Extension of Benefits provision will be paid in accordance with and subject to the terms and conditions of this Certificate, except as set forth in this provision.
- Benefits under this Extension of Benefits provision will end on the earlier of:
  - the date the Covered Person is no longer Confined; or
  - the end of the number of days that Confinement Benefits are payable for the Confinement.
- If the Covered Person is again Confined at any time after discharge, no further benefits will be payable.

#### NOTICE FOR RESIDENTS OF MAINE

If You were a resident of Maine on Your Certificate effective date, this notice applies to You.

You have the right to designate a third party to receive notice if Your insurance is in danger of lapsing due to a default on Your part, such as non-payment of a Contribution that is due. You may make this designation by completing a "Third Party Notice Request Form" and sending it to MetLife. Once You have made a designation, You may cancel or change it by filling out a new Third Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Call MetLife at the toll-free telephone number shown on the face page of this Certificate to obtain a Third Party Notice Request Form.

Within 90 days after cancellation of coverage for nonpayment of premium, You, any person authorized to act on Your behalf, or any covered Dependent may request reinstatement of the Certificate on the basis that You suffered from cognitive impairment or functional incapacity at the time of cancellation.

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#### SCHEDULE OF INSURANCE

IMPORTANT NOTE: Payment of the benefits listed in this Schedule is subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate. PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY.

The benefits listed only apply to Dependents if insurance is in effect for Your Dependents under this Certificate. Please refer to the Covered Person Specifications page and the Eligibility Provisions: Dependent Insurance section of this Certificate for details.

HOSPITAL BENEFITS	Benefit / Limit
Admission Benefit	\$2,000 for the day of admission
	We will pay the Admission Benefit no more than: one time per Confinement; and 4 times per Covered Person, per calendar year
ICU Supplemental Admission Benefit	\$2,000 for the day of admission
Confinement Benefit	\$200 per day
	We will pay the Confinement Benefit for no more than: 15 days per Covered Person, per calendar year
Confinement Benefit for Newborn Nursery Care	\$50 per day
	We will pay the Confinement Benefit for Newborn Nursery Care for no more than 2 days per newborn baby
ICU Supplemental Confinement Benefit	\$400 per day
	We will pay the ICU Supplemental Confinement Benefit for no more than: 15 days per Covered Person, per calendar year
Inpatient Rehabilitation Benefit	\$50 per day
	We will pay the Inpatient Rehabilitation Benefit for no more than: 15 days per Covered Person, per calendar year

#### DEFINITIONS

As used in this Certificate, the terms listed below will have the meanings set forth below. Other terms may be defined where they are used. 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.

Accident means an act or event which:

- is unforeseen, unexpected and unanticipated;
- is definite as to time and place;
- is not a Sickness; and
- occurs while insurance is in effect under this Certificate.

The term Accident includes unavoidable exposure to the elements if such exposure was a direct result of an Accident.

Accidental means happening by Accident.

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

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

Certificate means this Certificate including any riders attached to it.

**Complications of Pregnancy** means diseases or conditions, the diagnoses of which are distinct from pregnancy and not associated with normal pregnancy or Routine Childbirth, but are adversely affected or caused by pregnancy, such as: acute nephritis; nephrosis; cardiac decompensation; non-elective or emergency Caesarean section; ectopic pregnancy which is terminated; a spontaneous termination of pregnancy when a viable birth is not possible; puerperal infection; eclampsia; hyperemesis gravidarum and pre-eclampsia requiring Confinement; toxemia; missed abortion; or disease of the vascular, hemopoietic, nervous or endocrine systems.

The term Complications of Pregnancy does not include: false labor; occasional spotting; doctor prescribed rest during the period of pregnancy; morning sickness; multiple gestation pregnancy; elective abortion; or conditions of comparable severity associated with management of a difficult pregnancy.

**Confined or Confinement** means the assignment to a bed as a resident inpatient in a Hospital (including an Intensive Care Unit of a Hospital) on the advice of a Physician or confinement in an observation area within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.

**Contribution** means the amount You must pay towards the total premium charged by Us for insurance under this Certificate.

**Covered Person** means You and, if insured under the Group Policy for the insurance described in this Certificate, Your Dependents.

**Dependent** means Your Spouse or Domestic Partner, and/or Dependent Child. No person can be insured for Hospital Indemnity Insurance under the Group Policy as both an employee and a Dependent.

Dependent Child means the following:

- Your biological child, while such child is younger than the Dependent Child Age Limit;
- Your adopted child, while such child is younger than the Dependent Child Age Limit;
- Your stepchild, including a child of Your Domestic Partner, while such child is younger than the Dependent Child Age Limit; or
- Your grandchild, in Your legal custody and residing with You, while such child is younger than the Dependent Child Age Limit.

The term Dependent Child does not mean an unborn or stillborn child.

A person cannot be insured for Hospital Indemnity Insurance as a Dependent Child of more than one employee under the Group Policy.

#### Dependent Child Age Limit means:

• the end of the calendar month in which the Dependent Child reaches age 26.

**Dependent Insurance** means insurance under this Certificate for Your Dependents.

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

- 1. have registered as each other's domestic partner or civil union partner with a government agency where such registration is available; or
- 2. are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  - 18 years of age or older;
  - unmarried;
  - the sole domestic partner of the other;
  - sharing a Primary Residence with the other; and
  - not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by You.

**Emergency Room** means an area within a Hospital that is dedicated to the provision of emergency care. This area must:

- be staffed and equipped to handle trauma;
- be supervised and provide treatment by Physicians; and
- provide care seven days per week, 24 hours per day.

The term Emergency Room includes short stay observation units or clinical decision units within a Hospital that assess, within a period of less than 20 continuous hours, whether to discharge or admit patients.

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

**Group Policy** means the policy of insurance issued by Us to the Group Policyholder under which this Certificate is issued.

#### Group Policyholder means Lumen Technologies.

**Hospice Facility** means a facility, unit of a facility, public or private agency, or unit of a public or private agency that:

- is separate from a Hospital or is a separately designated unit within a Hospital; and
- meets federal certification requirements as a hospice, or is comparably licensed under the laws where it is located, to provide care or management of persons who are diagnosed with a Terminal Illness.

Hospital means a short-term, acute care, general facility which:

- is primarily engaged in providing, by or under the continuous supervision of Physicians, to inpatients, diagnostic and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- has organized departments of medicine;
- has facilities for major Surgery either on its premises or through contractual arrangement with another Hospital;
- has a requirement that every patient must be under the care of a Physician or dentist;
- provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- is duly licensed by the agency responsible for licensing such Hospitals; and
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts or alcoholics, or a place for convalescent, custodial, educational or rehabilitative care.

The term Hospital does not include a separate unit of a Hospital that is licensed as a hospice facility, nursing home, skilled nursing facility, assisted living facility, rehabilitation facility or an outpatient Surgery facility.

Injury means any bodily harm that results directly from an Accident.

Intensive Care Unit or ICU means a place which:

- is a specifically dedicated area of a Hospital that is restricted to patients who are critically ill or injured and who require intensive, comprehensive monitoring and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- is under close observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis; and
- has a Physician assigned to the intensive care unit on a full-time basis.

The term Intensive Care Unit includes Hospital units with the following names: intensive care unit; coronary care unit; neonatal intensive care unit; pulmonary care unit; burn unit; or transplant unit.

#### Medical Restriction means a person is:

- restricted to the person's home under a Physician's care;
- receiving or applying to receive disability benefits from any source;
- an inpatient in a Hospital;
- · receiving care in a hospice facility, an intermediate care facility or a long-term care facility; or
- receiving chemotherapy, radiation therapy or dialysis.

**Newborn Nursery Care** means routine well baby care provided to a newborn baby while Confined immediately following a Covered Person's childbirth of such baby.

**Nurse** means a registered professional nurse (R.N.), licensed practical nurse (L.P.N.) or licensed vocational nurse (L.V.N.) who is licensed under the laws where the services are performed.

The term Nurse does not include:

- You;
- Your Spouse, Domestic Partner or anyone to whom You are related by blood or marriage;
- anyone with whom You are residing;
- Your adopted or stepchild;
- anyone with whom You share a business interest; or
- Your employee.

Physician means:

- a person licensed to practice medicine and prescribe and administer drugs or to perform Surgery in the jurisdiction where such services are performed; or
- a medical practitioner who is licensed to provide a service for which a benefit is payable under this Certificate, according to the laws and regulations of the jurisdiction where such service is performed, and who is acting within the scope of such license.

The term Physician does not include:

- You;
- Your Spouse or Domestic Partner or anyone to whom You are related by blood or marriage;
- anyone with whom You are residing;
- Your adopted or stepchild;
- anyone with whom You share a business interest; or
- Your employee.

**Primary Residence** means the dwelling where a person lives for the majority of the time, whether the person owns or rents the dwelling.

**Proof** means Written evidence satisfactory to Us that a claimant 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.

Except as provided in the Examinations and Autopsy provisions of this Certificate, Proof must be provided at the claimant's expense.

Rehabilitation Facility means a facility that:

- provides rehabilitation care services on an inpatient basis;
- is separate from a Hospital or is a separately designated unit within a Hospital; and
- maintains all required licenses and certifications.

Rehabilitation care services consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by an Injury or Sickness to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Physicians.

The term Rehabilitation Facility does not include:

- a nursing home;
- an extended care facility, unless the Covered Person is receiving rehabilitation care services on an inpatient basis at the extended care facility;
- a Skilled Nursing Facility, unless the Covered Person is receiving rehabilitation care services on an inpatient basis at the facility;
- a rest home or home for the aged;
- a Hospice Facility;
- an assisted living facility.

**Routine Childbirth** means the vaginal delivery of a child or children or the delivery of a child or children by elective Cesarean section.

Routine Pregnancy means a normal pregnancy that does not have Complications of Pregnancy.

**Schedule** means the Schedule of Benefits that appears in this Certificate, and the Covered Person Specifications page.

Sickness means:

- a physical illness, physical infirmity or physical disease;
- Complications of Pregnancy; or
- Routine Childbirth.

The term Sickness does not include Routine Pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record. The signature may be transmitted by paper or electronic media, provided it is consistent with applicable law.

**Skilled Nursing Facility** means a facility that provides nursing care that meets all of the following requirements:

- if licensing or certification is required, maintains all appropriate licensing or certification under the laws where it is located as a skilled or intermediate nursing facility;
- has 24 hour a day care performed by an awake, and trained or certified staff supervised by a Nurse;
- is separate from a Hospital or is a separately designated unit within a Hospital;
- keeps a Written record of services performed for each client;
- has established procedures to obtain emergency medical care; and
- services are not limited to provision of food, shelter, and other residential services such as laundry.

The term Skilled Nursing Facility does not include a Hospice Facility.

Spouse means Your lawful spouse.

**Surgery** means a procedure performed by a Physician involving an incision of the Covered Person's skin or tissue that, in and of itself, is intended to be curative, palliative or exploratory.

**United States** means the United States of America, its territories and its possessions.

We, Us and Our mean Metropolitan Life Insurance Company.

Write, Written or Writing means a record that may be transmitted by paper or electronic media, and that is consistent with applicable law.

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

#### ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

#### ELIGIBLE CLASS

#### CLASS 1

All Active Full-Time Employees

#### DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the Hospital Indemnity Insurance available for Your eligible class.

If You are in an eligible class on the date insurance becomes available for the class, You will be eligible for insurance on the date You complete any applicable eligibility waiting period set by the Group Policyholder.

If you enter an eligible class after the date insurance becomes available to members of that class, You will be eligible for insurance on the date You complete any applicable eligibility waiting period set by the Group Policyholder.

#### ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. You must also provide Written permission to deduct Contributions from Your pay for such insurance, if You are required to make such Contributions.

#### DATE YOUR INSURANCE TAKES EFFECT

Provided that You are Actively at Work in an eligible class, insurance under this Certificate will take effect for You on the Certificate effective date. If You are not Actively at Work in an eligible class on the date insurance would otherwise take effect, insurance will take effect on the date You return to Active Work in an eligible class.

#### **BENEFIT CHANGES**

Once Your insurance takes effect, You may only change Your benefits in accordance with the options available through the Group Policyholder. Please contact Us or the Group Policyholder for more information.

If You are not Actively at Work in an eligible class on the date an increase in benefits would otherwise take effect, the increase will not take effect until You return to Active Work in a class that is eligible for the increase.

#### ELIGIBILITY PROVISIONS: DEPENDENT INSURANCE

#### ELIGIBLE CLASS FOR DEPENDENT INSURANCE

All Class 1 employees of the Group Policyholder as specified in the Eligibility Provisions: Insurance For You section of this Certificate are eligible for Dependent Insurance.

#### DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

If You are in a class of employees who are eligible for Dependent Insurance on the date Your insurance takes effect, You will be eligible for Dependent Insurance on the later of the following:

- the date Your insurance takes effect; and
- the date an individual becomes Your first Dependent.

If You enter a class of employees who are eligible for Dependent Insurance after the date Your insurance takes effect, You will be eligible for Dependent Insurance on the later of the following:

- the date You enter a class eligible for Dependent Insurance; and
- the date an individual becomes Your first Dependent.

#### ENROLLMENT PROCESS

If You become eligible for Dependent Insurance, You may enroll for such insurance by providing Us with any information We require for each Dependent to be insured. You must also provide Written permission to deduct Contributions from Your pay for Dependent Insurance, if You are required to make such Contributions.

#### DATE DEPENDENT INSURANCE TAKES EFFECT

#### Newborn Children

A Dependent Child born to You while insurance is in effect under the Certificate will be covered:

- from the moment of birth and does not need to be enrolled if Dependent Insurance is already in effect for at least one other Dependent Child; or
- for 31 days from the moment of birth if Dependent Insurance is not already in effect for at least one other Dependent Child. To continue coverage beyond the first 31 days You must notify Us of the child's birth and give Written permission to deduct Contributions from Your pay for Dependent Insurance for the newborn child.

The effective date of insurance for a newborn child will be determined without regard to whether the child is under a Medical Restriction.

#### Adopted Children

A Dependent Child adopted by You or Placed for Adoption with You while insurance is in effect under the Certificate will be covered:

- from the moment of birth if Placement for Adoption or adoption occurs within 31 days after the child's birth; or
- from the date of adoption or Placement for Adoption if the child is adopted by You or Placed for Adoption with You more than 31 days after the child's birth.

#### ELIGIBILITY PROVISIONS: DEPENDENT INSURANCE (Continued)

The child does not need to be enrolled if Dependent Coverage is already in effect for at least one other Dependent Child. If Dependent Coverage is not already in effect for at least one other Dependent Child, then to continue the child's coverage beyond the first 31 days of coverage, You must notify Us of the child's adoption or Placement for Adoption and give Written permission to deduct Contributions from Your pay for Dependent Insurance for the adopted child. You must do this within 31 days of the child is adopted by You or Placed for Adoption with You. Coverage will continue unless the child's placement is disrupted prior to legal adoption.

The effective date of insurance for a newly adopted child will be determined without regard to whether the child is under a Medical Restriction.

#### Placed for Adoption or Placement for Adoption means

- the assumption and retention by You of a legal obligation for total or partial support of a child in anticipation of Your adoption of the child; or
- a child placed in Your home following execution of an act of voluntary surrender in favor of You or Your legal representative.

#### Other Dependents

Dependent Insurance for a Dependent who is not under a Medical Restriction will take effect on the later of:

- the date You are enrolled for Dependent Insurance for such Dependent; or
- the date a person becomes Your Dependent.

If a Dependent is under a Medical Restriction on the date insurance for such Dependent would otherwise take effect, insurance for the Dependent will take effect on the date the Dependent is no longer under a Medical Restriction.

#### **BENEFIT CHANGES**

Benefit changes with respect to a Dependent are subject to the Benefit Changes provision in the Eligibility Provisions: Insurance for You section of this Certificate.

#### HOSPITAL BENEFITS

### Payment of the Hospital Benefits described in this section are subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.

#### HOSPITAL ADMISSION BENEFITS

#### **Admission Benefit**

If a Covered Person is admitted for Confinement to a Hospital for treatment of an Injury or Sickness, We will pay the Admission Benefit shown on the Schedule for the day of admission, subject to all of the following:

- The admission must occur on or after the date that coverage took effect under this Certificate for such Covered Person.
- The Admission Benefit is not payable for Emergency Room treatment or outpatient treatment.
- We will only pay the Admission Benefit for a Covered Person for one Hospital admission at a time, even if the admission is caused by more than one Injury or Sickness or a combination of Injury and Sickness.
- For Hospital admission for treatment of an Injury, the admission must occur within 180 days after the Accident occurs.
- If a Covered Person is discharged from a Confinement for which We paid an Admission Benefit and, within 90 days is again Confined for the same or related Injury or Sickness, We will treat the subsequent Confinement as a continuation of the previous Confinement (and an additional Admission Benefit will not be payable).
- We will only pay an Admission Benefit for a newborn baby who is born in a Hospital if, due to a Sickness or Injury, the newborn baby is admitted to the Intensive Care Unit.
- If a Covered Person is admitted to a Hospital and is then transferred to another Hospital, We will not pay an additional Admission Benefit.
- We will pay the Admission Benefit no more than the number of times shown on the Schedule.

#### **ICU Supplemental Admission Benefit**

We will pay the ICU Supplemental Admission Benefit shown on the Schedule, in addition to the Admission Benefit, if a Covered Person, upon initial admission for Confinement to a Hospital for treatment of an Injury or Sickness, is admitted to an ICU, subject to all of the following:

- The admission must meet the requirements for payment of the Admission Benefit.
- For an ICU admission for treatment of an Injury, the admission must occur within 180 days after the Accident occurs.
- If the Covered Person moves to an ICU after initial admission to a Hospital, We will not pay the ICU Supplemental Admission Benefit.

#### **HOSPITAL BENEFITS (Continued)**

#### HOSPITAL CONFINEMENT BENEFITS

#### **Confinement Benefit**

If a Covered Person is Confined in a Hospital for treatment of an Injury or Sickness, We will pay the Confinement Benefit shown on the Schedule for each day of Confinement, subject to all of the following:

- The Confinement must begin while coverage is in effect under this Certificate for such Covered Person. For Confinement for treatment of an Injury, the Confinement must begin within 180 days after the Accident occurs.
- If a Covered Person is Confined in a Hospital and is then transferred to another Hospital, We will treat the transfer as a continuation of the prior Confinement.
- We will only pay one Confinement Benefit per Covered Person, per day.
- We will pay the Confinement Benefit for no more than the number of days shown on the Schedule.
- For a newborn baby who is receiving Newborn Nursery Care and is not Confined for treatment of a physical illness, infirmity, disease or Injury, We will pay the Confinement Benefit for Newborn Nursery Care shown on the Schedule for such baby, while Confined, up to the number of days shown on the Schedule. If a newborn baby is Confined for treatment of a physical illness, infirmity, disease or Injury, We will pay the Confinement Benefit instead of the Confinement Benefit for Newborn Nursery Care.

#### ICU Supplemental Confinement Benefit

We will pay the ICU Supplemental Confinement Benefit shown on the Schedule, in addition to the Confinement Benefit, for each day a Covered Person is Confined in an ICU for treatment of an Injury or Sickness, subject to all of the following:

- The ICU Confinement must meet the requirements for payment of the Confinement Benefit.
- We will only pay the ICU Supplemental Confinement Benefit for a day on which the Confinement Benefit is payable.
- For an ICU Confinement for treatment of an Injury, Confinement in the Intensive Care Unit must begin within 180 days after the Accident occurs.
- We will pay the ICU Supplemental Confinement Benefit for no more than the number of days shown on the Schedule.

#### INPATIENT REHABILITATION BENEFIT

If a Covered Person is transferred to a Rehabilitation Facility, as a resident inpatient, immediately after a period of Confinement for treatment of an Injury or Sickness for which We paid an Admission Benefit or Confinement Benefit, We will pay the Inpatient Rehabilitation Benefit shown on the Schedule for the period of the continuous stay, subject to all of the following:

- For treatment of an Injury, the Covered Person's inpatient stay in the Rehabilitation Facility must start within 365 days after the Accident occurs.
- If the Covered Person is discharged from the Rehabilitation Facility and, within 14 days is again admitted to a Rehabilitation Facility as a resident inpatient for treatment of the same or related Injury or Sickness, We will treat the subsequent Rehabilitation Facility stay as a continuation of the previous stay.
- We will not pay the Inpatient Rehabilitation Benefit for any day for which We paid an Admission Benefit or a Confinement Benefit.
- We will only pay one Inpatient Rehabilitation Benefit per Covered Person, per day.
- We will pay the Inpatient Rehabilitation Benefit for no more than the number of days shown on the Schedule.

#### EXCLUSIONS

We will not pay benefits for any loss due to an Accident or Sickness for a Covered Person caused or contributed to by:

- war, whether declared or undeclared; or act of war;
- the Covered Person's active participation in an insurrection, rebellion, riot, or terrorist act;
- the Covered Person's engagement in any activity that constitutes a felony under the laws of the jurisdiction in which the activity occurred;
- dental procedures or Surgery except as the result of an Accident causing Injury to a sound natural tooth;
- cosmetic Surgery, except when such Surgery is performed to:
  - treat an Injury or Sickness;
  - correct a disorder of normal bodily function or structure that was caused by an Injury or Sickness for which coverage is not otherwise excluded under this Certificate; or
  - reconstruct a part of the body which was disfigured or removed as a result of an Injury or Sickness for which coverage is not otherwise excluded under this Certificate; or
- activities required by the Covered Person's service in the armed forces or any auxiliary unit of the armed forces
  of any country or international authority.

In addition, We will not pay benefits for any of the following outside of the United States, Canada or Mexico:

- any medical or healthcare treatment, services or transportation; or
- any inpatient admission or stay in any medical or health care facility.

The following additional exclusions apply to payment of benefits for any loss due to an Accident:

- We will not pay benefits for any loss due to an Accident for a Covered Person caused or contributed to by:
- the Covered Person's operation, while intoxicated, of a motor vehicle involved in the incident. For purposes of this exclusion:
  - intoxicated means that the Covered Person's blood alcohol level met or exceeded .08%; and
  - motor vehicle means any vehicle that is powered by a motor, including, but not limited to: an automobile; a boat; a motorcycle; a truck; an all-terrain vehicle; or a snow mobile;
- the Covered Person's travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight;
- the Covered Person parachuting or otherwise exiting from a motorized or non-motorized aircraft while such aircraft is in flight, except for self-preservation;
- the Covered Person riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- the Covered Person participating in any semi-professional or professional competitive athletic activity for which any type of compensation or remuneration is received; or
- the Covered Person bungee jumping, base jumping, hang gliding, para-kiting, sail-gliding, scuba diving deeper than 130 feet; spelunking; or mountaineering including rock climbing using ropes and any other climbing equipment. For the purposes of this exclusion the term mountaineering does not include backpacking, mountain biking, hiking or trail running.

#### EXCLUSIONS (Continued)

The following additional exclusions applies to payment of benefits for any loss due to a Sickness: We will not pay benefits under this Certificate for:

• a Dependent Child's Routine Childbirth and any well baby or nursing care provided to the Dependent Child's newborn child

• We will not pay benefits under this Certificate for a Dependent Child's Routine Childbirth and any well baby or nursing care provided to the Dependent Child's newborn child

#### WHEN INSURANCE ENDS

Please Note: If insurance ends under this section, in certain cases it may be continued as stated in the Continuation of Insurance section of this Certificate. Please see that section for details.

#### DATE YOUR INSURANCE ENDS

Your insurance under this Certificate will end on the earliest of:

- the date the Group Policy ends;
- the date You die;
- the date insurance ends for Your class;
- the end of the period for which the last full premium has been paid for Your insurance;
- the end of the calendar month in which You notify Us that You wish to cancel Your insurance;
- the end of the calendar month in which You cease to be in an eligible class, subject to the Change in Class provision of the Eligibility Provisions: Insurance for You section; or
- the end of the calendar month in which Your employment ends.

#### For residents of Massachusetts:

If You are a resident of Massachusetts and Your insurance under this Certificate is ending under the above provision because Your employment has ended, instead of insurance ending on the date Your employment ends, the following timelines apply:

- If Your employment ends for any reason other than a Plant Closing or a Partial Plant Closing, Your insurance will end 31 days after the date Your employment ends. However, if during such 31 day period You become entitled to benefits under another policy that are similar to the benefits provided under this Certificate, insurance under this Certificate will end on the date You become entitled to such other benefits.
- If Your employment ends due to a Plant Closing or a Partial Plant Closing Your insurance will end 90 days after the date Your employment ends. However, if during such 90 day period, You become entitled to benefits under another policy that are similar to the benefits provided under this Certificate insurance under this Certificate will end on the date You become entitled to such other benefits.

#### DATE DEPENDENT INSURANCE ENDS

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

- the date Your insurance under this Certificate ends;
- the date Dependent Insurance ends under the Group Policy for all employees or for Your class;
- the end of the calendar month in which the person ceases to be a Dependent;
- the end of the calendar month in which You cease to be in a class that is eligible for Dependent Insurance;
- the end of the calendar month in which the Dependent is no longer eligible as described in the Eligible Classes for Dependent Insurance provision; or
- the end of the period for which the last full premium has been paid for insurance for the Dependent.

#### WHEN INSURANCE ENDS (Continued)

#### CHANGE IN CLASS

If there is more than one class eligible for insurance under the Group Policy, and each class has its own certificate, instead of receiving a new certificate when You move between classes, You will remain insured under this Certificate if:

- You move to a class that is eligible for Hospital Indemnity Insurance under the Group Policy; and
- the benefits available to Your new class are identical to the benefits available under this Certificate.

In all other cases when You move between classes, Your insurance under this Certificate will end on the date You are no longer a member of the class eligible for insurance under this Certificate.

#### CONTINUATION OF INSURANCE

#### AT YOUR OPTION: CONTINUATION WITH PREMIUM PAYMENT

If Your insurance ends under the Date Your Insurance Ends provision of this Certificate, in certain situations, it may be continued for You and Your Dependents, as described in this provision. This is referred to in this provision 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 Group Policyholder remits premium is referred to in this provision as "Group Billed Insurance".

Except as described below, Continued Insurance is subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.

#### **Requirements for Continued Insurance**

Continued Insurance will be available to You if:

- Your Group Billed Insurance ends for any reason other than:
  - non-payment of premium or Contribution; or
    - the end of the Group Policy, provided that Continued Insurance will be available to You if You do not become eligible, within 30 days after the end of the Group Policy, for hospital indemnity insurance under another policy of group insurance available through the Group Policyholder;
- We receive Your completed Written request for Continued Insurance 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 sent to You.

#### **Changes in Continued Insurance**

You may elect to decrease Your insurance after the date that Continued Insurance goes into effect for You if a lower benefit option is available. In addition, You may end insurance for any or all of Your Dependents. Please contact Us for information. You may not increase insurance once Continued Insurance goes into effect.

#### **Contributions for Continued Insurance**

The Contribution that You must pay for Continued Insurance is the amount of Your Contribution for Your Group Billed Insurance before it ended, plus any amount of premium that the Group Policyholder paid. The Contribution that You must pay for Continued Insurance will be determined on the same basis as premium rates charged for Group Billed Insurance. We have the right to change premium rates in accordance with the terms set forth in the Group Policy. All payments for Continued Insurance must be made directly to Us by the due date specified in the premium notice We send to You.

#### CONTINUATION OF INSURANCE (Continued)

#### End of Continued Insurance

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

- the date You die;
- if You do not pay a Contribution that is required for Continued Insurance, the end of the period for which the last full premium has been paid for Your insurance;
  - with respect to Continued Insurance for a Dependent:
    - the date Continued Insurance for You ends for any reason;
    - the end of the calendar month in which the Dependent no longer meets the definition of a Dependent; or
    - the end of the calendar month in which the Dependent is no longer eligible as described in the Eligibility Provisions: Dependent Insurance section of this Certificate.

#### FOR INTELLECTUALLY OR PHYSICALLY DISABLED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if that child is incapable of self-sustaining employment because of a mental or physical disability as defined by applicable law. Proof of such disability must be sent to Us within 31 days after the date the Dependent Child attains the age limit and at reasonable intervals after such date, but no more often than annually after the two year period following such Dependent Child's attainment of the limiting age.

Except as stated in the Date Dependent Insurance Ends provision of the When Insurance Ends section of this Certificate, insurance will continue while such Dependent Child:

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

#### FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify under the Family and Medical Leave Act of 1993 (FMLA) or similar state laws for continuation of insurance. Please contact the Group Policyholder for information regarding the FMLA or any similar state law.

#### CLAIMS

#### NOTICE OF CLAIM

You must give Us notice of a claim under this Certificate by Writing to Us or calling Us at the toll free number shown on the face page of this Certificate within 30 days of the date of the loss.

#### CLAIM FORM

When We receive notice of a claim under this Certificate, We will provide You or the claimant with a claim form. If We do not provide the claim form within 15 days from the date We received notice of claim, Our claim form requirements will be satisfied if We are provided with the required Proof in support of the claim.

#### PROOF OF LOSS

Proof must be provided to Us 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 in the absence of the legal capacity of the claimant, later than 12 months from the date of the loss.

#### PAYMENT OF BENEFITS

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.

Unless You have assigned this insurance, all benefits to be paid under this Certificate will be paid to You, except as follows:

- If You are not alive to receive benefits that are payable to You, We will pay any benefits in accordance with the provision below titled Your Beneficiary.
- If You are living when benefits are to be paid to You, but You are not legally competent to claim or receive the benefits, We may pay up to \$10,000 to anyone related to You by blood or marriage who We believe is entitled to payment of the benefits. If We make such a payment in good faith, We will not be liable to anyone for the amount We pay. Any remaining benefits will be paid to Your legal representative.

If benefits have been assigned, We will pay benefits in accordance with the Assignment provision of the General Provisions section.

#### YOUR BENEFICIARY

A beneficiary may be named by You to receive any benefit that becomes payable to You under this Certificate that You are not alive to receive.

You may request to change Your beneficiary at any time. A beneficiary change request must be made to Us in Writing. Once the request is recorded, the change will take effect as of the date You sign the request, whether or not You are living when We receive the request. The change will be subject to any legal restrictions. It will also be subject to any payment We made or action We took before We recorded the change. If You designated two or more beneficiaries and their shares are not specified, they will share the benefit payable 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.

#### CLAIMS (Continued)

Instead of making payment in the order above, We may pay Your estate. 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.

#### AUTHORIZATIONS

We may require that You provide authorization for Us to obtain medical information and any other information pertinent to Your claim.

#### **EXAMINATIONS**

During the pendency of a claim, at Our expense and as often as is reasonably necessary, We may require a Covered Person to have an independent examination by a Physician of Our choice.

During the pendency of a claim, at Our expense and as often as is reasonably necessary, We may have Our representatives conduct telephone or in-person interviews with You regarding Your claim.

#### AUTOPSY

At Our expense, We have the right to make a reasonable request for an autopsy and/or exhumation where permitted by law. Any such request will set forth the reasons We are requesting the autopsy or exhumation.

#### 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 three years after the date such Proof is required to be filed.

#### **REFUND TO US FOR OVERPAYMENT OF BENEFITS**

If, at any time, We determine that the benefits paid under this Certificate were more than the benefits due:

- You, or any other person, entity or health care provider to whom We over paid benefits have the obligation to reimburse Us for the amount of such overpayment; and
- We have the right to recover the amount of such overpayment from You, or any other person, entity or health care provider to whom We over paid benefits, including offsetting future benefits payable to You or such other person, entity or health care provider by an amount equivalent to the overpayment.

#### **GENERAL PROVISIONS**

#### ENTIRE CONTRACT

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

- the Group Policy and its Exhibits, which include the Certificate(s);
- the Group Policyholder's application; and
- 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 a statement to void insurance, reduce benefits or defend a claim unless the following requirements are met:

- the statement is in a form that is in Writing;
- You have Signed the form; and
- a copy of the form has been given to You or Your beneficiary.

We will not use Your statements which relate to insurability to contest this insurance after it has been in force for 2 years, unless the statement is fraudulent. In addition, We will not use such statements to contest a benefit increase after the benefit increase has been in force for 2 years, unless such statement is fraudulent.

#### MISSTATEMENTS

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 Contributions.

#### ASSIGNMENT

The benefits under the Group Policy are not assignable prior to a claim, except as required by law.

#### CONFORMITY WITH LAW

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

#### STANDARD OF TIME

All insurance becomes effective and terminates at 12:01 A.M. Eastern Standard Time, or at 12:01 A.M. Eastern Daylight Time if Daylight Savings Time is then being observed.

#### ACCESS TO DISCOUNTS FOR SERVICES

You will receive access to discounts for certain services, where available.

THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.

THE FOLLOWING IS ADDITIONAL INFORMATION.

#### **ERISA INFORMATION**

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE LUMEN TECHNOLOGIES HOSPITAL INDEMNITY INSURANCE BENEFITS 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.

NAME AND ADDRESS OF EMPLOYER AND PLAN ADMINISTRATOR:

Lumen Technologies 100 Centurylink Drive Monroe, LA 71203

EMPLOYER IDENTIFICATION NUMBER: 720651161

PLAN NUMBER: 513

COVERAGE: Hospital Indemnity Insurance

PLAN NAME: Lumen Welfare Benefits Plan

#### TYPE OF ADMINISTRATION

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

MetLife is liable for any benefits under the Plan. The group policy specifies the time when and the circumstances under which MetLife is liable for Hospital Indemnity Insurance benefits.

#### 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 agent designated to accept service of process.

#### ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for benefits insured by MetLife under the Plan. It also includes a detailed description of the terms of the insurance coverage provided by MetLife under the Plan and the maximum benefits that can be paid.

#### PLAN TERMINATION OR CHANGES

The group policy sets forth those situations in which the Employer and/or MetLife have the right 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 subsection 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

You must make contributions to the cost of Hospital Indemnity Insurance benefits. 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**

#### **Hospital Indemnity Insurance Benefits Claims**

#### **Routine Questions**

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

#### **Claim Submission**

For claims for Hospital Indemnity Insurance benefits, the claimant must report the claim to MetLife and, if requested by MetLife, complete the appropriate claim form. Claim forms requested by MetLife must be submitted in accordance with the instructions on the claim form.

#### **Initial Determination**

After you submit a claim for Hospital Indemnity Insurance benefits to MetLife, 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 45 days from the date you submitted your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case MetLife may have up to two (2) additional extensions of 30 days each to provide you such notification. If MetLife needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to

notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from MetLife.

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. Further, if an internal rule, protocol, guideline or other criteria was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge.

#### **Appealing the Initial Determination**

If MetLife denies your claim, you may appeal the decision. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

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 and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criteria was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. 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, 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 Lumen Technologies 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 Lumen Technologies shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.

THIS IS THE END OF THE CERTIFICATE. WHAT FOLLOWS IS ADDITIONAL INFORMATION.



Delaware American Life Insurance Company MetLife Health Plans, Inc. MetLife Legal Plans, Inc. MetLife Legal Plans of Florida, Inc. Metropolitan General Insurance Company Metropolitan Life Insurance Company Metropolitan Tower Life Insurance Company SafeGuard Health Plans, Inc. SafeHealth Life Insurance Company

#### Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

#### **SECTION 1: Plan Sponsors and Group Insurance Contract Holders**

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, or as an executive benefit. In this notice, "you" refers to these individuals.

#### **SECTION 2: Protecting Your Information**

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

#### SECTION 3: Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

#### **SECTION 4: How We Get Your Information**

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
   Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

Reputation

Driving record

Finances

- Work and work history
   Hobbies a
  - Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, Inc. ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

#### **SECTION 5: Using Your Information**

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

process claims and other transactionsconfirm or correct your information

help us run our business

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws

#### **SECTION 6: Sharing Your Information With Others**

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out. Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- · having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

#### **SECTION 7: HIPAA**

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at <u>www.MetLife.com</u>. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at <u>HIPAAprivacyAmericasUS@metlife.com</u>, or call us at telephone number (212) 578-0299.

#### **SECTION 8: Accessing and Correcting Your Information**

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

#### **SECTION 9: Questions**

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

#### Send privacy questions to:

MetLife Privacy Office P. O. Box 489 Warwick, RI 02887-9954 privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.