

Metropolitan General Insurance Company
700 Quaker Lane, Warwick, RI 02886

**Legal Services Plan
Certificate of Coverage**

We're Glad You're Part Of The Metropolitan Family!

You can count on Metropolitan to help provide You with the insurance protection You need.

This Legal Services Plan is insured by Metropolitan General Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02886.

Administrative services are provided under the policy by MetLife Legal Plans, Inc. ("**MetLife Legal Plans**"), a Delaware Corporation and an affiliate of Metropolitan General Insurance Company. Any reference to MetLife Legal Plans is as the Administrator of the Plan.

To obtain Covered Legal Services, contact MetLife Legal Plans through its internet web site, by phone or by mail. In this certificate You'll find information about Your Legal Services Insurance coverage. We hope that You will take the time to read this information carefully. It is important to You.

This certificate certifies that You, and if Dependent coverage is in effect, Your Dependents, are insured for the legal services benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Legal Services Policy and it includes the terms and provisions of the Group Legal Services Policy that describe Your insurance. Please read this certificate carefully.

Here is an Outline of What's Inside:

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Definitions to Help You Understand the Plan

It is important for You to know that whenever the following terms are used in this certificate with the first letter capitalized, they will have the meanings described below. The plural use of a term defined in the singular will share the same meaning. In addition, other defined terms can be found in the Declarations Pages attached to this certificate.

Policyholder means the Policyholder listed in the Declarations Pages.

Child means a person under the Limiting Age who is the Participating Employee's:

- natural child;
- adopted child; or
- stepchild.

Child (continued)

The term also includes such person under the Limiting Age who is unmarried.

No Child who, because of a mental or physical handicap, is incapable of self-support and is fully dependent on the Participating Employee for support, will cease to be a Child because he or she has reached the Limiting Age.

Covered Legal Services means those legal services listed in the Declarations Pages and described in the Covered Legal Services Schedule.

Covered Person means a Participating Employee, and if Dependent coverage is in effect, his or her Dependents as defined in the Declarations Pages.

Dependent means the Participating Employee's Spouse and/or Child.

Eligible Employee means Full-Time employee. Full-Time means Active Work on the Policyholder's regular work schedule for the eligible class of employees to which You belong. You must be working at least 17.5 hours per week or earning at least \$15,000 per year to be considered a Full-Time employee and on regular US Harvard payroll. You are not considered to be a Full-Time employee if You are on temporary payroll or if You are a student or if You are in a training status.

Legal Services Plan or Plan means the group policy to provide insurance for Covered Legal Services.

Limiting Age means 26 years of age.

Metropolitan means Metropolitan General Insurance Company.

Participating Employee or Participant means an Eligible Employee who participates in the Plan.

Plan Attorney means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.

Qualified Domestic Partner or Civil Union Partner means a person who resides with the Participating Employee and who qualifies for coverage in another employee benefit plan provided by the Policyholder.

Qualifying Event means a life event experienced by an Eligible Employee, including:

- marriage;
- divorce, legal separation or annulment;
- change in Qualified Domestic Partner or Civil Union Partner status;
- the birth, adoption or placement for adoption of a dependent child; or
- the death of a dependent.

Spouse means the Participating Employees lawful spouse or Qualified Domestic Partner or Civil Union Partner.

We, Us and **Our** means the Administrator.

You and **Your** means the Participating Employee.

How The Group Legal Services Plan Works

To use the Group Legal Services Plan, a Covered Person can call Our Client Service Center, visit Our web site, or go to a Plan Attorney they have already used. The Covered Person should be prepared to identify themselves as a participant in the Group Legal Services Plan.

If a Covered Person calls Our Client Service Center, the Client Service Representative who answers the call will:

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

The Covered Person can decide to use a Plan Attorney or a non-Plan Attorney.

If a Plan Attorney is Used

A Plan Attorney will advise on:

- applicable law;
- actions that might be taken to solve the problem; and
- the Covered Person's rights.

During the initial consultation the Plan Attorney will also state whether the matter qualifies for additional Covered Legal Services under the Plan. If the matter qualifies for additional Covered Legal Services and a Plan Attorney provides these services, Metropolitan will be responsible for paying the Plan Attorney for the Covered Legal Services provided, and for the consultation.

If a non-Plan Attorney is Used

If the Covered Person decides to use a non-Plan Attorney, he or she must notify MetLife Legal Plans. MetLife Legal Plans will send the Covered Person a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to MetLife Legal Plans with the attorney's final bill. Within 60 days of MetLife Legal Plans' receipt of the completed claim form and final bill, We will pay the Covered Person up to the amount stated in the Non-Plan Attorney Fee Schedule. The Covered Person receiving services from the non-Plan Attorney will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by MetLife Legal Plans.

If a claim is denied in whole or in part, the Covered Person may ask MetLife Legal Plans for a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

Requirements For Coverage

All Eligible Employees may participate in the Plan.

Because this is a Contributory Plan, You pay all or a portion of the cost of Your coverage. To participate in a Contributory Plan, an Eligible Employee must enroll in the plan and authorize the payment of Participation Fees through payroll deduction. The initial Participation Fee is stated in the Declarations Pages and will be deducted automatically from Your pay. This Fee may change on the Renewal Date.

Eligible Employees may enroll in the Plan:

- during the initial enrollment period established by the Policyholder;
- during any subsequent annual enrollment period; or
- if You experience a Qualifying Event.

If You enroll during the initial enrollment period, coverage will begin on the Effective Date of the group policy. If You enroll during a subsequent annual enrollment period, coverage will be effective at the beginning of the next Plan Year. If You have a Qualifying Event, You will have 30 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a

Qualifying Event will take effect on the first day of the month following the date of Your request, Each time You enroll or re-enroll You are agreeing to participate for the full Plan Year.

If You are not an Eligible Employee during an enrollment period, but become one later in the Plan Year, You may at that time enroll for the remainder of the Plan Year.

If coverage for Your Dependents is in effect under this Plan, any person who subsequently becomes a Dependent will be covered beginning on the date he or she becomes a Dependent. For example, if You or Your spouse give birth to a child while Dependent coverage is in effect, the child will be covered as of the date of birth.

Services That Are Covered

The Declarations Pages list the Covered Legal Services insured under the Plan. These Covered Legal Services are described in the Covered Legal Services Schedule provided with this certificate.

Services With Limited Coverage

If Dependent coverage is provided under the Plan and a Participating Employee for whom such coverage is in effect has a right to receive a Covered Legal Service involving a Dependent as an adversary, the Plan will provide services for the Participating Employee only.

The Advice and Consultation service is the **only** service available for a matter that is not otherwise included as a Covered Legal Service and that is not listed in the section entitled "Services That Are Not Covered".

Services That Are Not Covered

Covered Legal Services will not be provided for:

- Appeals or class actions;
- Transactions involving:
 - farms or businesses;
 - rental property when a Covered Person or the Policyholder is the landlord;
 - patent, trademark or copyright law; or
 - property held for investment or rental.
- Any matter involving a dispute or a proceeding with:
 - the Policyholder or any of its affiliates as an adverse party;
 - any employee benefit or benefit plan the Policyholder has established; or
 - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.
- Any employment related matter;
- Any matter for which an attorney-client relationship arose before You became eligible for the Covered Legal Services under the Plan.

- Amounts due to third parties such as:
 - court costs, filing fees or recording fees;
 - fines;
 - judgments;
 - witness fees; or
 - transcripts.
- Any matter deemed by Us to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

Grace Period

The Policyholder will have a Grace Period of 31 days to remit the Participation Fees that become due. During the Grace Period, the group policy will continue in effect. If the Participation Fees remain unpaid at the end of the Grace Period, the group policy will terminate. Termination will be effective at 12:01 a.m. on the 32nd day following the due date for which Participation Fees remain unpaid. In any case, the Policyholder will remain liable for the pro-rata portion of all Participation Fees which accrue for the period the group policy is in effect.

How Insurance Coverage Ends

Your insurance coverage will end upon the first of the following to occur:

- **Plan termination:** the date the group policy ends;
- **Failure to re-enroll:** the first day of the Plan Year for which You, as a Participating Employee, have not re-enrolled as described in the Declarations Pages;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for which You did not make the required contribution;
- **Change in employment status:** the last day of the month in which You cease to be an Eligible Employee.

If Dependent insurance coverage is in effect under the Plan, insurance coverage for a Dependent ends upon the first of the following to occur:

- **Termination of the Participating Employee's coverage:** the date coverage for the Participating Employee ends;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for such coverage if You did not make the required contribution;
- **Change in Dependent status:** the date the Dependent ceases to be a Dependent of the Participating Employee.

If insurance coverage ends, services that would begin on or after the date coverage ended will not be covered. However, services will continue to be covered for any matter where:

- Services for such matter were provided prior to insurance coverage ending; and
- such matter was open and pending when insurance coverage ended.

If Coverage Ends Because of a Change in Employment Status

A Participating Employee whose coverage ends because of a change in employment status may:

- continue coverage under this policy for 12 months after such change if, within 30 days of the change, the Participating Employee contacts Us and makes a single payment equal to 12 monthly Participation Fees; or
- buy a policy of individual legal services insurance from Metropolitan on any form of individual legal services insurance then customarily offered in the Covered Person's state of residence.

Other Important Information

Plan Attorneys may not request or accept additional compensation from You for providing Covered Legal Services, except for payments required to be made to third parties. You have the right to complain to the state bar association about the conduct of an attorney who provides Covered Legal Services under the Plan. If, at any time, You have a question or concern about the service You have received, please call the Client Service Center. MetLife Legal Plans and Metropolitan will work hard to fix the problem to Your satisfaction.

A Legal Plan Member Survey form is available upon request. This form will be used by MetLife to help evaluate and improve services. This form can be faxed or emailed to MetLife using the number shown on the form. The use of the Covered Person's name is optional.

You have the right to complain to the Board of Bar Overseers concerning attorney conduct in the providing of legal services. Complaint procedures and information regarding the process can be obtained from the Office of the Bar Counsel at 99 High Street, Boston, MA 02110, telephone: 617-728-8750.

Any dispute or controversy arising between an insurer or sponsor and any attorney, insured, or member, or any person whose insurance certificate contract or membership certificate has been canceled or to whom an insurer or sponsor has refused to issue an insurance certificate contract or membership certificate or between any attorney and an insured or member may, within 30 days after such dispute or controversy arises, make written request to the Massachusetts Division of Insurance commissioner for a hearing thereon. The commissioner or the commissioner's designee shall hear such party or parties within 30 days after receipt of such request and shall give not less than 15 days written notice of the time and place of the hearing. Such hearing shall be an adjudicatory hearing as defined in MA Gen L ch 30A § 1. Within 30 days after such hearing the commissioner or the commissioner's designee shall issue a decision thereon. Such hearing may be requested from the Consumer Section of the Division of Insurance at 1000 Washington Street, Suite 810, Boston, MA 02118 through its website, www.mass.gov/doi/.

Dispute Resolution

This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). The Administrator is the named Claims Review Fiduciary. This means that the Administrator is the fiduciary charged with discretionary authority for determining Plan services and for the interpretation of Plan terms in connection with the full and fair review of claims that have been denied in whole or in part, which review is required by Section 503 of ERISA.

If any dispute or controversy arises among:

- Metropolitan
- the Policyholder, and/or
- the Administrator

it will be resolved as follows:

- Representatives of the parties in dispute will, in good faith, attempt to resolve the dispute or controversy within thirty days of the written request of any aggrieved party.
- If the dispute or controversy is not settled within the thirty-day period, the parties to the dispute or controversy may mutually agree upon a process to resolve it.
- This Section is not intended to limit the legal options of a party to a dispute or controversy if the dispute or controversy cannot be resolved, or a process to resolve it cannot be agreed upon, within the thirty-day period.

The dispute resolution process described here will not be allowed to infringe upon the attorney-client relationship between Plan Attorneys and their Covered Person clients.

Nothing contained in this certificate is intended to interfere with Your freedom of choice in the selection of an attorney or with the attorney-client relationship.

Services under this certificate are administered by MetLife Legal Plans Legal Plans, Inc. a Delaware Corporation and an affiliate of Metropolitan General Insurance Company.