

SERFF Tracking Number: META-125289372 State: Arkansas  
Filing Company: Metropolitan Life Insurance Company. State Tracking Number: 36891  
Company Tracking Number: NY06-10 JD  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: Group Accident & Health Insurance  
Project Name/Number: CIC2006/NY06-10 JD

## Filing at a Glance

Company: Metropolitan Life Insurance Company.

Product Name: Group Accident & Health Insurance SERFF Tr Num: META-125289372 State: ArkansasLH

TOI: H07G Group Health - Specified Disease - Limited Benefit SERFF Status: Closed State Tr Num: 36891

Sub-TOI: H07G.001 Critical Illness Co Tr Num: NY06-10 JD State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Authors: Sandra Bennett, Ruth Disposition Date: 09/19/2008

Rivera, Linda Williams

Date Submitted: 09/12/2007 Disposition Status: Approved-Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

## General Information

Project Name: CIC2006

Project Number: NY06-10 JD

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/19/2008

State Status Changed: 09/19/2008

Corresponding Filing Tracking Number:

Filing Description:

Please see the cover letter for the filing description.

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Group Market Type: Discretionary

Deemer Date:

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## Company and Contact

### Filing Contact Information

John ("Jack") David, Mgr.-Contract Compliance  
LTC

1 MetLife Plaza (212) 578-5954 [Phone]  
Long Island City, NY 11101

### Filing Company Information

Metropolitan Life Insurance Company.  
1MetLife Plaza  
Long Island City, NY 11101-4015  
(111) 111-1111 ext. [Phone]

CoCode: 65978  
Group Code: -99  
Group Name:  
FEIN Number: 13-5581829  
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State of Domicile: New York  
Company Type: Life  
State ID Number:

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:  
Per Company: No

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/19/2008	09/19/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	01/14/2008	01/14/2008	Linda Williams	03/05/2008	03/05/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Certificate Form	Form	Ruth Rivera	09/17/2008	09/17/2008
Letter to AR for NY06-10 JD	Supporting Document	Ruth Rivera	09/17/2008	09/17/2008
Response to Note to Filer dated 5/2/08	Supporting Document	Linda Williams	07/02/2008	07/02/2008
Reply Care Slip Sheet	Form	Sandra Bennett	04/24/2008	04/24/2008
Response Letter	Supporting Document	Sandra Bennett	04/24/2008	04/24/2008

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**Filing Notes**

Subject	Note Type	Created By	Created On	Date Submitted
Attached letter of 8/11/08 from Amanda Rose	Note To Filer	Rosalind Minor	08/11/2008	08/11/2008
The analyst is responding to your letter dated May 1, 2008	Note To Reviewer	Sandra Bennett	07/02/2008	07/02/2008
Your Note to Reviewer of 6/18/08	Note To Filer	Rosalind Minor	06/23/2008	06/23/2008
Request for extension	Note To Reviewer	Sandra Bennett	06/18/2008	06/18/2008
Attached Letter from Amanda Rose of our Legal Department	Note To Filer	Rosalind Minor	05/02/2008	05/02/2008
Note to Filer on 3/5/08	Note To Filer	Rosalind Minor	04/17/2008	04/17/2008
Your response of March 5, 2008	Note To Filer	Rosalind Minor	03/05/2008	03/05/2008
Objection letter of 1/14/08	Note To Filer	Rosalind Minor	02/29/2008	02/29/2008 (FM)
Status of Review	Note To Filer	Rosalind Minor	12/19/2007	12/19/2007
Rosalind Minor note to filer dated 11-09-07	Note To Reviewer	Sandra Bennett	11/30/2007	11/30/2007
Group Specified Disease	Note To Filer	Rosalind Minor	11/09/2007	11/09/2007
Group Health-Specified Disease	Note To Filer	Rosalind Minor	11/09/2007	11/09/2007
SERFF # META-125289372	Note To Filer	Rosalind Minor	10/09/2007	10/09/2007





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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	No
Supporting Document	Application	Approved-Closed	No
Supporting Document	Cover Letter	Approved-Closed	No
Supporting Document	ARCERTREAD	Approved-Closed	No
Supporting Document	NAIC Transmittal Form	Approved-Closed	No
Supporting Document	CIP2006	Approved-Closed	No
Supporting Document	Analyst Response to 1/14/08 Objection Letter	Approved-Closed	No
Supporting Document	Response Letter	Approved-Closed	No
Supporting Document	Response to Note to Filer dated 5/2/08	Approved-Closed	No
Supporting Document	Letter to AR for NY06-10 JD	Approved-Closed	No
Form (revised)	Certificate Form	Approved-Closed	No
Form	Certificate Form	Withdrawn	No
Form	Enrollment Form	Approved-Closed	No
Form	Reply Care	Approved-Closed	No
Form	Slip Sheet	Approved-Closed	No



# Arkansas Insurance Department

Mike Beebe  
Governor



Julie Benafield Bowman  
Commissioner

January 14, 2008

Provided electronically via SERFF

Mr. John David  
Metropolitan Life Insurance Company  
Contract Filing Unit, Area 6E  
1 MetLife Plaza  
Long Island City, NY 11101-4015

RE: Critical Injury Coverage

Dear Mr. David:

This Department is in the process of reviewing your September 12, 2007 submission of a unique form of group accident and health insurance designated as critical injury coverage. At the request of Rosalind Minor in our Life and Health Division, you recently provided us with answers to various questions that arose during the review of this product. Based upon your responses, the Department has a concern that we hope you can address.

Under the Arkansas Insurance Code, a person must be a licensed insurance agent in order to sell, solicit, or negotiate insurance. *See* Ark. Code Ann. § 23-64-503. The Code defines "solicit" as "attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company. Ark. Code Ann. § 23-64-502(14). It is our understanding that plaintiffs' attorneys will be providing written information about the insurance product to their clients. If the client is interested, the client then deals directly with MetLife. The concern is that the attorneys providing the information are, presumably, not licensed agents. However, their role in this process could be perceived as soliciting insurance, *i.e.*, asking a person to apply for a particular kind of insurance from a particular company.

If you could address this concern and provide us with Metropolitan Life's response to this issue, it would assist us in our review of this unique product. If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Amanda Capps Rose".

Amanda Capps Rose  
Associate Counsel, Legal Division  
Amanda.Rose@arkansas.gov

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 03/05/2008  
Submitted Date 03/05/2008

Dear Rosalind Minor,

### Comments:

### Response 1

Comments: Attached is the response from the Analyst.

### Related Objection 1

Applies To:

- Certificate Form (Form)

Comment:

Please review the attached letter from Ms. Amanda Rose, Associate Counsel with our Lega Division and address her concerns outlined in the letter.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Analyst Response to 1/14/08 Objection Letter

Comment: Attached is the response from the Analyst.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Linda Williams, Ruth Rivera, Sandra Bennett

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**Amendment Letter**

Amendment Date:  
 Submitted Date: 09/17/2008

**Comments:**  
 Attached is the response to note to filer dated 8/11/2008.

**Changed Items:**  
**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
CIC2006	Certificate	Certificate Form	Initial				0	CIC2006[AR][9-17-08].pdf

**Supporting Document Schedule Item Changes:**

**User Added -Name: Letter to AR for NY06-10 JD**  
 Comment: AR Response Letter.  
 Letter to AR for NY06-10 JD [9-17-08].pdf







Metropolitan Life Insurance Company  
1 MetLife Plaza, Area 6E, Long Island City, NY 11101-4015  
Tel 212-578-5954 Fax 212-578-6247  
j david1@metlife.com



**John David**  
Manager, Contract Filing  
Group and SBC Contracts & Compliance Division

July 2, 2008

Amanda Capps Rose  
Associate Counsel, Legal Division  
Arkansas Department of Insurance  
1200 West 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904

**Re:** Group Accident & Health Insurance  
Our NAIC Company No. is 65978  
Our FEIN is 13-5581829

Dear Ms Capps Rose:

This is in response to your letter of May 1, 2008, regarding the captioned filing. You have expressed concern that attorneys providing information about MetLife critical injury insurance to plaintiffs could be perceived as "soliciting" insurance under the Arkansas Insurance Code.

The attorneys' role in providing information to plaintiffs in the critical injury insurance process is limited to the following: (a) forwarding information about MetLife's critical injury insurance product to plaintiffs involved in a class action suit; and (b) forwarding enrollment materials to those plaintiffs who have expressed interest in MetLife's critical injury insurance product.

Ark. Code Ann. section 23-64-503 states that "a person shall not sell, solicit, or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with this subchapter."

Ark. Code Ann. section 23-64-502(14) defines "solicit" as "attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company."

The attorneys involved in the critical injury insurance process would not be "soliciting" insurance because they would neither be attempting to sell insurance nor asking or urging a person to apply for insurance, as their role is limited to forwarding information regarding critical injury insurance.

Furthermore, the Arkansas Insurance code contains several exceptions to the licensing requirement set out in section 23-64-503. Ark. Code Ann. section 23-64-504(b)(2)(A) states that an insurance producer license is not required of a person who does not receive any commission and "secures and furnishes information for the purpose of enrolling individuals under . . . group or blanket accident and health insurance." The attorneys forwarding information about MetLife critical injury insurance to plaintiffs would not be receiving any commission and would be furnishing information for the purpose of enrolling individuals under group accident and health insurance. Their activities therefore come well within the scope of activities exempted from licensing requirements by Ark. Ins. Code section 23-64-504.

As we stated in our March 5, 2008 filing letter, we would expect any attorneys forwarding information about MetLife's critical injury insurance product to plaintiffs to comply with all relevant requirements of the Arkansas insurance code including the prohibition of solicitation of insurance by those who are not licensed agents. The attorneys' role in the process is simply to make plaintiffs aware of the existence of the MetLife critical injury insurance product, and not to ask or urge plaintiffs to purchase the insurance in any manner

**NY06-10 JD**

July 2, 2008  
Page 2

For all of the foregoing reasons, we believe that the attorneys' role in the critical injury insurance process is permitted under Arkansas Law.

Very truly yours,

A handwritten signature in blue ink that reads "John B. David". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

John B. David  
Manager

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**Amendment Letter**

Amendment Date:

Submitted Date: 07/02/2008

**Comments:**

Thank you for granting us the extension of time to respond. Attached is the response to the Note To Filer dated 5/2/08.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Response to Note to Filer dated 5/2/08**

Comment: Attached is the response to your Note to Filer dated 5/2/08.

Letter to AR for NY06-10 JD [7-2-08].pdf









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**Amendment Letter**

Amendment Date:  
 Submitted Date: 04/24/2008

**Comments:**  
 The analyst is responding to your Note-to- Filer dated 4-14-08

**Changed Items:**  
**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
BRC (NY06-10 JD)	Other	Reply Care	Initial					BRC (NY06-10 JD).pdf

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
L02088346	Other	Slip Sheet	Initial					Slip Sheet (NY06-10 JD).pdf

**Supporting Document Schedule Item Changes:**

**User Added -Name: Response Letter**  
 Comment: Response Letter  
 Letter to AR for NY06-10 JD [4-24-08].pdf











**1. *What type of information, written or otherwise, is provided to class members?***

Individual plaintiffs who are expected to receive a payment of settlement proceeds will receive written information from their attorney. The information will be approved by MetLife and will advise the plaintiff that critical injury insurance is available from MetLife and that if the plaintiff is interested in receiving more information, then the plaintiff must authorize his or her attorney to provide information to MetLife in order for MetLife to provide the person with a detailed quote.

***How are the class members and their addresses or other contact information obtained and by whom?***

MetLife will only obtain the names and other identifying information of settling plaintiffs who have indicated that they have an interest in the coverage. If the plaintiff does not indicate to his/her attorney that he/she is interested in receiving more information, then MetLife will not obtain the plaintiff's name, address or other contact information.

**2. *How is written information provided to class members?***

See responses above.

***Is it sent simultaneously with notice of a class and/or notice of a settlement?***

The information from the attorney is sent out shortly before the funds are scheduled for disbursement as settlement awards. Please note, these are not generally class actions so generally there is no notice of a class.

***Is it sent by plaintiff's counsel or defense counsel?***

Plaintiff's counsel.

***Basically, is any information provided through anyone other than a licensed agent or broker?***

The initial notice from the plaintiff's counsel that coverage is available from MetLife is approved by MetLife and is very general in nature. Any further communication would come from MetLife. The prospective insured may be directed to a call center, in which case anyone he/she talks to at the call center who needs to be licensed as an agent will be so licensed.

**3. *Does the product apply only when a settlement is reached in a class action as opposed to a judge or jury making an award to the class?***

These are not generally class actions. There may have been an award made to the plaintiff, although its more likely that there will have been a settlement. It would likely be a "global" settlement not just a settlement for for this plaintiff.

***If so, is the marketing or providing of information any different than in a settlement situation?***

No, there would be no difference.

**4. *Their correspondence states that "MetLife will only make information about Critical Injury coverage available through plaintiff's counsel and will only accept***

*premium paid directly from plaintiff's settlement funds." This raises several questions about marketing and selling the product if the information is ONLY made through plaintiff's counsel, who is unlikely to be a licensed agent. Does the plaintiff's counsel solicit his clients to purchase the product?*

As described above, the plaintiff's counsel forwards information prepared by MetLife advising that the coverage is available. After that, the plaintiff deals directly with MetLife.

*Does the plaintiff's counsel receive any compensation such as a commission or referral fee for this?*

No.

*5. Finally, Finance may want to weigh in on whether the trust would need to be actuarially sound based upon projected claims.*

Okay. Although, please be note that the rates have been reviewed and approved by the New York Insurance Department.













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## Form Schedule

Lead Form Number: CIC2006

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	CIC2006	Certificate	Certificate Form	Initial		0	CIC2006[AR][9-17-08].pdf
Approved-Closed	CIEF2006	Application/Enrollment Form	Enrollment Form	Initial		0	CIEF2006[NW].pdf
Approved-Closed	BRC (NY06-10 JD)	Other	Reply Care	Initial			BRC (NY06-10 JD).pdf
Approved-Closed	L02088346	Other	Slip Sheet	Initial			Slip Sheet (NY06-10 JD).pdf



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

## CERTIFICATE OF INSURANCE

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

This certificate is part of the Policy. The Policy is a contract between MetLife and the Policyholder and may be changed without Your consent or notice to You, but only as described herein. This certificate has been issued to You after You, while represented by counsel, entered into a settlement agreement with respect to an Underlying Tort Claim.

This certificate is non-cancelable, which means that MetLife cannot cancel the insurance described in this certificate, or modify any of its terms except as described in this certificate.

**Once effective, this certificate will survive termination of the Policy. See the "Date Your Insurance Ends" provision for an explanation of how this works.**

**Termination of the Policy will not affect the insurance provided under this certificate if this certificate's effective date is earlier than the date the Policy ends.**

Policyholder:	[AnyTrust]
Policy Number:	[123XYZ]
Certificate Number	[123XYZ-a]
Type of Insurance:	Critical Injury Insurance
MetLife Toll Free Number(s):	
[For Claim Information	1-800-XXX-YYYY
For General Information	1-800-XXX-XXXX]
Additional Insured:	[John Doe]
Effective Date of Insurance:	[see "Date Your Insurance Takes Effect" ]

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## **SCHEDULE OF BENEFITS**

This schedule shows the benefits that are provided, under this certificate, while You are insured.

<b>[LISTED CONDITIONS</b>	<b>BENEFIT AMOUNT</b>
• Mesothelioma	<b>\$10,000.00 -- \$1,000,000.00</b>
• Lung Cancer	<b>\$2,500.00 -- \$250,000.00</b>
• Colo-Rectal Cancer	<b>\$0 – 250,000.00</b>
• Other Listed Cancer	<b>\$0 – 250,000.00</b>
<b>CERTIFICATE LIMIT</b>	<b>\$10,000.00 -- \$1,000,000.00]</b>

## DEFINITIONS

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

**Beneficiary** means a person to whom We may pay insurance benefits. The Beneficiary is determined in accordance with the General Provisions section.

**Certificate Limit** is shown in the schedule.

**[Colo-Rectal Cancer** means an invasive adenocarcinoma of the colon or rectum. It does not include a tumor that is any type of abdominal tumor other than an invasive adenocarcinoma of the colon or rectum, or if the tumor is a pre-invasive colonic tumor.]

**Diagnose** means the act of making a Diagnosis.

**Diagnosis** means the certified confirmation by a Physician that You have developed a Listed Condition. The Diagnosis must meet all the requirements contained in the definition of the Listed Condition. The Diagnosis must be made by a Physician in the United States. The scope of the Physician's practice must be appropriate to Diagnose the Listed Condition, and the Physician must conform to generally accepted standards for his or her specialty at the time of making the Diagnosis.

**Listed Condition** means [Lung Cancer, Mesothelioma, Colo-Rectal Cancer or Other Listed Cancer.]

**[Lung Cancer** means a malignant tumor of the lung, trachea or bronchus including small cell tumors, non-small cell tumors, and adenoid cystic carcinomas of the bronchus. It does not include a tumor that is an adenoma, carcinoid, or lymphoma, or is metastatic to the lung. ]

**[Mesothelioma** means a malignant tumor of the pleura, pericardium, or peritoneum confirmed by electron microscopy or immunohistological stains. It does not include a tumor that is benign, or a solitary fibrous tumor.]

**[Other Listed Cancer** means invasive tumors of the tongue, floor of mouth, gum, tonsil, oropharynx or esophagus. ]

**Physician** means a person licensed to practice medicine in the jurisdiction where such services are performed, and who is Board Certified as a pathologist, oncologist, or surgeon. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

**The term does not include:**

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

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate including the payment of insurance. 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.

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

## **DEFINITIONS (continued)**

**Underlying Tort Claim** means a tort liability claim that an individual has made for bodily injury based upon [exposure to asbestos].

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

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

**You** and **Your** mean the Additional Insured who is insured under the Policy for the insurance described in this certificate.]

## **ELIGIBILITY, EFFECTIVE DATE, AND END OF INSURANCE PROVISIONS**

### **INDIVIDUALS ELIGIBLE FOR INSURANCE**

To be eligible for insurance under the Policy, You must be an individual who has settled an Underlying Tort Claim.

### **DATE YOUR INSURANCE TAKES EFFECT**

In order to become insured for benefits under the Policy,

1. You must be an eligible individual;
2. We must agree to cover You under the Policy, and
3. the premium for Your insurance must be paid from funds received from the settlement of Your Underlying Tort Claim, and must be paid to MetLife from Your attorney's account for client funds.

The effective date of Your coverage will be the latest of the following dates:

1. the date We designate as Your effective date of coverage under the Policy;
2. the date the premium is paid for Your insurance under the Policy; and
3. the date specified when insurance was offered to you.

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earlier of:

1. the date that the benefits paid to You or a person claiming benefits on Your behalf reach the Certificate Limit; or
2. the date You die.

Termination of the Policy will not affect the insurance provided under this certificate if this certificate's effective date is earlier than the date the Policy ends. All provisions of this certificate will survive the termination of the policy to the extent necessary to:

1. carry out the purposes of this certificate and the Policy; or
2. ascertain and enforce the rights of MetLife, the Policyholder, You or any Beneficiary under this certificate or the Policy.

## **INSURANCE BENEFIT**

If You are first Diagnosed with a Listed Condition while You are insured under the Policy, or after Your death, Proof of the Diagnosis must be sent to Us. When we receive such Proof with the claim, we will review the claim and, if We approve it, will pay the benefit shown in the schedule for the Listed Condition within 60 days of the date We receive such Proof.

If You are Diagnosed with more than one Listed Condition, whether at the same time or at different times, the total amount We will pay in connection with all such Diagnoses combined will not exceed the Certificate Limit.

## **BENEFIT PAYMENT**

Benefits that become payable after Your death will be paid to Your Beneficiary. Any other benefits that become payable under this certificate will be paid to You.

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

## **FILING A CLAIM**

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

### **Step 1**

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

### **Step 2**

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

### **Step 3**

When the claimant receives the claim form he should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, he may send Us Proof using any form sufficient to provide Us with the required Proof.

### **Step 4**

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

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 claimant's legal capacity, later than 12 months from the date of Diagnosis.

### **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 2 years after the date such Proof is required.

## **GENERAL PROVISIONS**

### **Assignment**

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

### **Beneficiary**

If you designated a beneficiary, upon Your death we will pay to Your beneficiary any amount that is or becomes due. You may designate a beneficiary in Your enrollment form. You may change Your beneficiary at any time. To do so, You must send a signed and dated, Written request to Us, using a form satisfactory to us. Your Written request to change the beneficiary must be sent to us no later than 30 days after the date You Sign such request.

Unless otherwise requested, we may at Our option pay benefits in one sum or by placing the amount in an account that earns interest. The person to whom we pay the benefits will have immediate access to all or any part of the account. We will pay interest on the benefits from the date they become payable until all funds in the account have been withdrawn.

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

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

If there is no beneficiary designated or no surviving beneficiary at Your death, We may determine the beneficiary to be one or more of the following who survive You, in the order listed below:

1. Your spouse;
2. Your children;
3. Your parents;
4. Your siblings.

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.

### **Entire Contract.**

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

1. the Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the 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 an Enrollment Form that is in Writing;
- You have Signed the Enrollment Form; and
- a copy of the Enrollment 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.

## **GENERAL PROVISIONS (continued)**

### **Conformity with Law**

This certificate shall be governed by the laws of [state], which is the state where the Policy was delivered to the Policyholder , without regard to the conflicts of laws rules of that jurisdiction.

### **Physical Exams**

If a claim is submitted for insurance benefits, We have the right to ask You to be examined by a Physician(s) of Our choice at Our expense as often as is reasonably necessary to process the claim.

### **Autopsy**

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

### **Gender**

Male pronouns will be read as female where applicable.

### **Changes to Your Insurance**

The terms and provisions of the Policy may be changed, at any time, without Your consent. A change to the Policy will not affect the insurance provided under this certificate if this certificate was issued before the effective date of such change.

The insurance under this certificate may be changed without Your consent if required by law. In such case, We will issue amendments or endorsements to effect such changes, if practicable. The changes will be effective as of the date required by law.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of the Policy or this certificate. No MetLife employee, who is not an officer of MetLife, has MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to the policy and the amendment or endorsement will become a part of the policy.

### **Waiver of Certificate Provisions**

Our failure to invoke or enforce a right that We have reserved under the terms of this certificate shall not be a permanent waiver of that right.

### **Non-Participating**

This certificate does not pay dividends.

## **NOTICE FOR RESIDENTS OF ARKANSAS**

**Arkansas residents please be advised of the following:**

### **IMPORTANT NOTICE**

**IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM,  
YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:**

**[1-800-XXX-XXXX]**

**IF YOU ARE STILL CONCERNED AFTER CONTACTING METLIFE, YOU  
SHOULD FEEL FREE TO CONTACT:**

**ARKANSAS INSURANCE DEPARTMENT  
CONSUMER SERVICES DIVISION  
1200 WEST THIRD STREET  
LITTLE ROCK, ARKANSAS 72201-1904**

**1-800-282-9134**

# ENROLLMENT FORM FOR CRITICAL INJURY INSURANCE



Metropolitan Life Insurance Company  
New York, New York [10010-3690]

Name (print) First Middle Last [John Paul Doe]				Social Security No. [111-22-3333]		Date of Birth Mo./Day/Yr.) [1/1/1935]		<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female		
Address Street [21 Main St.]			City [Nosuch City]		State Zip Code [Your Jurisdiction 01234]		Phone No. (include area code) [111-555-6666]			
Coverage Amount: [Mesothelioma \$40,000 Lung Cancer \$10,000]										
1.	Have you ever been diagnosed, treated, or given medical advice by a physician or other health care provider for [mesothelioma, lung cancer, colo-rectal cancer, or invasive tumors of the floor of the mouth, tongue, gums, oropharynx or esophagus]?							Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
2.	Have pleural plaques ever been found in an x-ray of your lungs?							Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
3.	Has a physician ever assigned an ILO score to you?							Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
4.	If you answered "yes" to question 3, what was the ILO score most recently assigned?							[ 1/0 ]		
[5.]	Have you ever smoked cigarettes, or used any other tobacco or nicotine product?							Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
6.	If you answered "yes" to the question above, when was the last time you smoked a cigarette or used any other tobacco or nicotine product?							[ today ]		
7.	Describe all periods of employment during which you were exposed to asbestos. (attach, date and sign extra sheets if necessary)									
	From (YYYY/MM)	To (YYYY/MM)	Occupation	Industry	Company		Exposure Site Plant, site or city, state and country			
	[1961/02]	1964/11	Press man	Ceiling tiles	Henry Hoe Co.		Big Factory, Nosuch City, YJ, USA]			

**BENEFICIARY DESIGNATION:** I understand that benefits that become payable after my death will be paid to my beneficiary. Any other benefits that become payable under my certificate will be paid to me. I name the following person(s) as primary beneficiary(ies) for any MetLife payment upon my death. For any other type of beneficiary, please use a beneficiary designation form available from MetLife. Unless designated otherwise, payments will be made in equal shares or all to the survivor. I understand that I have the right to change this designation at any time.

Primary Beneficiary Full Name (Last, First, Middle Initial)		Relationship	Date of Birth (Mo./Day/Yr.)	Address (Street, City, State, Zip)]
[Jane Doe		Wife	1/1/1943	21 Main St, Nosuch City, YJ 01234]

**Notice:** [Any person who knowingly and with intent to defraud any insurance company or any other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

**Signature:** I declare that all the information given in this enrollment form, including any medical questions, is true and complete to the best of my knowledge and belief. I understand that this information will be used by MetLife to determine my eligibility for insurance the cost of such insurance if I am accepted. I acknowledge that I have read and understand the statements and declarations made in this enrollment form.

[ *John Paul Doe* ]  
Signature of proposed insured

John Paul Doe  
Print Name

[ 2/7/2007 ]  
Date (Mo./Day/Yr.)

Please Keep a Copy of This Form for Your Records

MetLife Critical Injury Insurance MetLife  
Critical Injury Insurance MetLife Critic  
Injury Insurance MetLife Critical Injur  
Insurance MetLife Critical Injury Insu  
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MetLife **Critical Injury Insurance** MetLif  
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nce MetLife Critical Injury Insurance  
MetLife Critical Injury Insurance MetLif

**Critical Injury Insurance can help you create a personal financial safety net for you and your family**

Use settlement proceeds to obtain valuable insurance protection for [primary site mesothelioma]

**MetLife Critical Injury Insurance**

- Covers [primary site mesothelioma]
- Provides benefits payable upon diagnosis of the covered injury

**Insurance You Can Trust**

You can count on MetLife's 140-year-old reputation for financial stability and rely on the security of a known and trusted company.

**There is no cost or obligation to obtain this information**

Please complete the attached response card today to permit your attorney to share your information with MetLife. MetLife will then provide you with further information about this insurance, including a cost estimate for insurance coverage.

**Yes, I authorize \_\_\_\_\_ to release my information to MetLife. Please send me more information about MetLife Critical Injury Insurance.**

**Claimant/Case #** \_\_\_\_\_

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Signature** \_\_\_\_\_



# Critical Injury Insurance



## MetLife®

### Can help you create a personal financial safety net for you and your family

By using settlement proceeds to obtain valuable insurance protection, you can ensure that funds will be available to help you if you are ever diagnosed with **primary site lung cancer (mesothelioma)**. MetLife Critical Injury Insurance is designed to help give you the peace of mind needed to focus on your health instead of on financial issues.

### Think about some of these expenses

- Medical co-pays and deductibles
- Out-of-network treatments
- Prescription drug co-pays
- Child care bills
- Mortgage and rent payments
- Car payments
- Utility payments and other household bills

MetLife Critical Injury Insurance pays a lump-sum benefit in the event you experience **primary site lung**

**cancer (mesothelioma)**. A lump-sum benefit payment from MetLife can be used for these or any other expenses, as you see fit.

### MetLife Critical Injury Insurance covers **primary site lung cancer (mesothelioma)**

If you decide to purchase this insurance coverage and you are ever diagnosed with **primary site lung cancer (mesothelioma)**, you can immediately submit a claim to MetLife. Upon approval of the claim, the insurance benefit will promptly be paid. This valuable resource can provide you with a benefit at a time when you need it most.

This lifetime health insurance coverage has been made available to you through a special arrangement with your attorney. The insurance protection it provides can only be obtained with settlement proceeds.

Once your settlement is finalized, you will receive enrollment materials, as well as information on the required premium for your insurance coverage. If you have any questions, please call **1-800-XXX-XXXX**.

## Insurance You Can Trust

For more than 140 years, people have looked to MetLife for our expertise and ability to create customized, tailored solutions. They know they can count on MetLife's reputation for financial stability and appreciate the security of a known and trusted company.

**Metropolitan Life Insurance Company**  
200 Park Avenue, New York, NY 10166  
www.metlife.com

0711-6489  
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SERFF Tracking Number: META-125289372 State: Arkansas  
 Filing Company: Metropolitan Life Insurance Company. State Tracking Number: 36891  
 Company Tracking Number: NY06-10 JD  
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
 Limited Benefit  
 Product Name: Group Accident & Health Insurance  
 Project Name/Number: CIC2006/NY06-10 JD

## Supporting Document Schedules

**Satisfied -Name:** Certification/Notice **Review Status:** Approved-Closed 09/19/2008  
**Comments:**  
 Certification/Notice  
**Attachment:**  
 ARCERTREG19[NY06-10 JD].pdf

**Bypassed -Name:** Application **Review Status:** Approved-Closed 09/19/2008  
**Bypass Reason:** An application is not applicable for this filing submission.  
**Comments:**

**Satisfied -Name:** Cover Letter **Review Status:** Approved-Closed 09/19/2008  
**Comments:**  
 Cover Letter  
**Attachment:**  
 Filing Letter NY06-10 JD [AR].pdf

**Satisfied -Name:** ARCERTREAD **Review Status:** Approved-Closed 09/19/2008  
**Comments:**  
 ARCERTREAD  
**Attachment:**  
 ARCERTREAD [NY06-10 JD].pdf

**Satisfied -Name:** NAIC Transmittal Form **Review Status:** Approved-Closed 09/19/2008  
**Comments:**  
 NAIC Transmittal Form  
**Attachment:**



SERFF Tracking Number: META-125289372 State: Arkansas  
Filing Company: Metropolitan Life Insurance Company. State Tracking Number: 36891  
Company Tracking Number: NY06-10 JD  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: Group Accident & Health Insurance  
Project Name/Number: CIC2006/NY06-10 JD

**Satisfied -Name:** CIP2006 **Review Status:** Approved-Closed 09/19/2008  
**Comments:**  
The policy form is submitted on an informational Basis.  
**Attachment:**  
CIP2006.pdf

**Satisfied -Name:** Analyst Response to 1/14/08 **Review Status:** Approved-Closed 09/19/2008  
Objection Letter  
**Comments:**  
Attached is the response from the Analyst.  
**Attachment:**  
Letter to AR for NY06-10 JD [3-5-08].pdf

**Satisfied -Name:** Response Letter **Review Status:** Approved-Closed 09/19/2008  
**Comments:**  
Response Letter  
**Attachment:**  
Letter to AR for NY06-10 JD [4-24-08].pdf

**Satisfied -Name:** Response to Note to Filer dated **Review Status:** Approved-Closed 09/19/2008  
5/2/08  
**Comments:**  
Attached is the response to your Note to Filer dated 5/2/08.  
**Attachment:**  
Letter to AR for NY06-10 JD [7-2-08].pdf

**Satisfied -Name:** Letter to AR for NY06-10 JD **Review Status:** Approved-Closed 09/19/2008  
**Comments:**







Metropolitan Life Insurance Company  
NAIC Company Number: 65978  
NAIC Group Number: 241

**ARKANSAS CERTIFICATION**  
**Rule and Regulation 19**  
**Unfair Sex Discrimination in the Sale of Insurance**

I certify that this submission meets the provisions of Rule and Regulation 19, and all applicable requirements of the Arkansas Department of Insurance.

A handwritten signature in black ink, appearing to read "Herbert B. Brown Jr.", written in a cursive style.

Herbert B. Brown Jr.  
Vice President

Metropolitan Life Insurance Company  
1 MetLife Plaza, Area 6E, Long Island City, NY 11101-4015  
Tel 212-578-5954 Fax 212-578-6247  
j david1@metlife.com



**John David**  
Manager, Contract Filing  
Group and SBC Contracts & Compliance Division

September 12, 2007

Arkansas Department of Insurance  
1200 West 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904

**Re:** Group Accident & Health Insurance  
Our NAIC Company No. is 65978  
Our FEIN is 13-5581829

Dear Sir/Madam:

We enclose for your approval final printed copies of a new and unique form of group accident and health insurance. The enclosed critical injury insurance was developed for use in connection with settlements of mass tort litigation. These forms are new and do not replace any form previously filed with your Department.

Critical Injury coverage provides protection for plaintiffs who have settled lawsuits in which they allegedly were exposed to hazardous substances, such as asbestos. A great many of such settling plaintiffs currently exhibit no symptoms of disease from the alleged exposure, but they remain at a heightened risk of developing such symptoms at some future time, at which point the defendant in the lawsuit may no longer be in existence, or may no longer have assets sufficient to compensate the plaintiff. Critical Injury coverage is designed to compensate the settling plaintiff if such a condition does in fact emerge at some future time.

The availability of Critical Injury insurance facilitates settlement of hazardous exposure cases by asymptomatic plaintiffs by allowing each settling plaintiff to insure against the risk that he or she may develop such systems at some future time. It also allows for a spreading of risk among settling plaintiffs to help ensure that those in whom symptoms do later emerge will be compensated. It also helps claimants by providing a living benefit upon the emergence of a defined tort bodily injury that might not otherwise be available as tort damages, permitting an earlier closing of claim files without engaging in further legal proceedings or bearing additional recovery uncertainties.

Using the forms in this submission, the settling plaintiffs would be able to obtain this coverage via a group policy issued to a trust using the individual's settlement proceeds. The trust is a discretionary group established in New York. The forms in this submission were approved by the New York Insurance Department on May 14, 2007.

The only individuals who will be able to obtain coverage under these forms will be plaintiffs who have successfully recovered money from a defendant in a lawsuit alleging hazardous substance exposure. Information about the Critical Injury coverage will be made available to such plaintiffs through their counsel. Premium will only be accepted by MetLife if it is paid directly from the plaintiff's settlement award. MetLife will only make information about the Critical Injury coverage available through plaintiff's counsel and will only accept premium paid directly from plaintiff's settlement funds. As such, **MetLife's Critical Injury coverage will not be made available to consumers in the general public.**

NY06-10 JD

The forms that we have developed to provide this insurance are as follows:

<b>Form No.</b>	<b>Description</b>
CIC2006	<p>Additional insured certificate form providing Critical Injury insurance, to be used with policy form CIP2006. The certificate form specifies the benefits to which the additional insured is entitled. The benefits will provide payment upon diagnosis for specified conditions. The specified conditions will be those for which the insured is at increased risk, due to exposure to a hazardous substance. For example, individuals exposed to asbestos may be covered for diagnoses of mesothelioma or lung cancer. We will accept a diagnosis while the person is alive, or post-mortem. There are no waiting periods, survival periods, preexisting conditions limitations or age limits.</p> <p>Benefits that become payable will be paid through an interest bearing retained asset account maintained by MetLife. The insured or beneficiary will receive a book of drafts and will be able to immediately access all or part of the funds, as he or she desires, by writing a draft on the account.</p> <p>The insured's coverage is purchased with a single premium that is paid with settlement funds that come directly from the insured's attorney account prior to the effective date of coverage. Once issued, the certificate cannot be changed or canceled, and will not be affected by subsequent changes to the master policy.</p>
CIEF2006	Enrollment form for use with additional insured certificate form CIEF2006.

To facilitate your review of this filing, we are also submitting group master policy form CIP2006 on an informational basis. This form will be delivered to the policyholder in the state of New York. The group policyholder will be a trust established and maintained for the benefit of clients of attorneys who represent settling plaintiffs in mass tort litigation, such as suits alleging harmful exposure to asbestos. Each person insured under the master policy will receive an additional insured certificate.

**Variable Material**

Variable material in the submitted forms is indicated by brackets. The forms have been completed with hypothetical "John Doe" data for illustrative purposes.

**Filing Correspondence Instructions**

Please address all correspondence regarding this filing as follows:

Metropolitan Life Insurance Company  
Contract Filing Unit, Area 6E  
1 MetLife Plaza  
Long Island City, NY 11101-4015

If you have any questions or comments that you feel could best be handled by contacting me, please feel free to do so via telephone, fax or e-mail (see upper left-hand corner of page 1 of this letter).

Very truly yours,



John B. David  
Manager



Herbert B Brown Jr.  
Vice President



Metropolitan Life Insurance Company  
NAIC Company Number: 65978  
NAIC Group Number: 241

**ARKANSAS FLESCH CERTIFICATION**

I certify that the form shown below has achieved the Flesch Reading Ease Score shown below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form No.	Form Description	Flesch Score
CIP2006	Group critical injury policy	50.46
CIC2006	Certificate form	56.22
CIEF2006	Enrollment form	52.47

Herbert B. Brown Jr.  
Vice President

**Life, Accident & Health, Annuity, Credit Transmittal Document**

Reset Form

<b>1.</b>	<b>Prepared for the State of</b>	Arkansas					
<b>2.</b>	<b>Department Use Only</b>						
	<b>State Tracking ID</b>						
<b>3.</b>	<b>Insurer Name &amp; Address</b>	<b>Domicile</b>	<b>Insurer License Type</b>	<b>NAIC Group #</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>STATE #</b>
	Metropolitan Life Insurance Co. 27-01 Queens Plaza N. 6 <sup>th</sup> Floor Long Island City, NY 11101-4015	NY	Life and Health	241	65978	13-5581829	
<b>4.</b>	<b>Contact Name &amp; Address</b>	<b>Telephone #</b>	<b>Fax #</b>	<b>E-mail Address</b>			
	John David 27-01 Queens Plaza No. 6 <sup>th</sup> Floor Long Island City, NY 11101-4015	212-578-5954	212-578-6247	<a href="mailto:jdavid1@metlife.com">jdavid1@metlife.com</a>			
<b>5.</b>	<b>Requested Filing Mode</b>	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____					
<b>6.</b>	<b>Company Tracking Number: NY06-10 JD</b>						
<b>7.</b>	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission <input type="checkbox"/> Previous file #						
<b>8.</b>	<b>Market</b>	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise <input type="checkbox"/> Small <input checked="" type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input checked="" type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____					
<b>9.</b>	<b>Type of Insurance</b>	H07G Group Health - Specified Disease - Limited Benefit					
<b>10.</b>	<b>Product Coding Matrix Matix Filing Code</b>	H07G.001 Critical Illness					

<b>11.</b>	<b>Submitted Documents</b>	<input type="checkbox"/> <b>FORMS</b> <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input checked="" type="checkbox"/> Certificate <input checked="" type="checkbox"/> Application <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other  <input type="checkbox"/> <b>RATES</b> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate  <input type="checkbox"/> <b>FILING OTHER THAN FORM OR RATES:</b> _____ Please explain:  <b>SUPPORTING DOCUMENTATION</b> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input checked="" type="checkbox"/> Trust Agreements <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other: _____
<b>12.</b>	<b>Filing Submission Date</b>	<b>September 12, 2007</b>
<b>13.</b>	<b>Filing Fee (If required)</b>	Amount <u> \$50.00 </u> . Check Date <u> June 20, 2007 </u> Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check Number <u> 000833395 </u>
<b>14.</b>	<b>Date of Domiciliary Approval</b>	<b>May 14, 2007</b>
<b>15.</b>	<b>Filing Description:</b>  <b>PLEASE SEE COVER LETTER</b>	

**View Complete Filing Description**

<b>16.</b>	<b>Certification (If required)</b>	
<p><b>I HEREBY CERTIFY</b> that I have reviewed the applicable filing requirements for this filing, and complies with all applicable statutory provisions for the state of <u> Arkansas </u></p>		
Print Name	<u> John B. David </u>	Title: <u> Manager </u>
Original Signature		Date: <u> September 12, 2007 </u>

<b>17.</b>	<b>Form Filing Attachment</b>	
<b>This filing transmittal is part of company tracking number</b>		<b>NY06-10 JD</b>
<b>This filing corresponds to rate filing company tracking number</b>		

	Document Name Description	Form Number		Replace Form Number Previous State Filing Number
01	Group policy for providing critical injury insurance	CIP2006	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	N/A
02	Certificate form for use with CIP2006	CIC2006	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	N/A
03	Enrollment form for use with CIC2006	CIEF2006	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	N/A
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	
11			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	
12			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other	

LH FFA-1

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate impact for this filing		%		
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	

LH RFA-1

# MetLife®

Metropolitan Life Insurance Company  
[200 Park Avenue], New York, New York [10116-0188]

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

**Policyholder:** [AnyTrust]

**Policy No.:** [123XYZ]

## EFFECTIVE DATE

This Policy will take effect on [October 1, 2006.]

## PREMIUM PAYMENTS

Insurance under this Policy is issued in consideration of statements made in the Application and the payment of required Premiums. Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on the date the first Additional Insured Certificate under this Policy becomes effective. Any later premiums will be due each time an Additional Insured is added to this Policy.

## POLICY SITUS

This Policy is entered into and will be governed by the laws of [jurisdiction], which is where the Policy was delivered to the Policyholder.

Signed as of this Policy's effective date at MetLife's home office in New York, New York.



[Gwenn Carr  
Senior Vice-President and Secretary



[C. Robert Henrikson  
Chairman of the Board, CEO and President]

Signed by \_\_\_\_\_  
(A licensed agent or resident agent if required by law.)

**CRITICAL INJURY INSURANCE POLICY  
NON-DIVIDEND PAYING**

**TABLE OF CONTENTS**

<b>Section</b>	<b>Page</b>
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## UNDERSTANDING THIS POLICY

This Policy is written in a clear and easy to read style. Some cross-references and conditional statements have been left out. Therefore the provisions of this Policy must be read as whole.

MetLife has issued this Policy to the Policyholder to provide insurance for the Additional Insureds. Any rights of ownership that may exist with respect to this Policy belong to the Policyholder, but the Policyholder may not cause any change to the rights of Additional Insureds after the effective date of their Additional Insured Certificates.

Each Additional Insured, while represented by counsel, has entered into a settlement agreement with respect to an Underlying Tort Claim. The rights of each Additional Insured are stated in the Additional Insured Certificate issued to that Additional Insured.

## DEFINITIONS

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

**Additional Insured** means a person covered for the benefits provided in the form of any one of the Certificates attached to this Policy as Exhibit 2.

**Additional Insured Certificate** means the Certificate issued to an Additional Insured pursuant to the "Certificates" provision of this Policy.

**[ILO Score** means the standardized scoring system, developed by the International Labor Organization, of the lung and pleural abnormalities that are found in workers exposed to dusts in their occupations, as determined from a B-reading of the proposed Additional Insured's chest Xray by a radiologist or pulmonologist who has been certified by the National Institute of Occupational Safety and Health to perform the B-reading.

**Pleural Plaque** means a benign (or non-cancerous) accumulation in the pleura of small, hard substances or thickened areas determined to have been caused by exposure to asbestos fibers by a physician whose training, experience and area of medical specialization, qualify the physician to diagnose the Pleural Plaque.]

**Policyholder** means the Policyholder shown on page 1.

**Policy Aggregate Limit** means the total amount of Insurance that may be issued to Additional Insureds, in the aggregate, under this Policy. For purposes of determining the Policy Aggregate Limit the amount of insurance issued under any one Additional Insured Certificate equals the "Certificate Limit" stated in that Additional Insured Certificate.

**Premium** means the amount that MetLife must receive for all the insurance provided under this Policy.

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

**Underlying Tort Claim** means a tort liability claim that an individual had for bodily injury based upon [exposure to asbestos].

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

## **ADDITIONAL INSUREDS**

An individual may only become an Additional Insured with MetLife's consent. Subject to payment of Premium, the Policy Aggregate Limit, the Limits on Insurance Amounts per Additional Insured, and all the other terms of this Policy, MetLife hereby consents to extend insurance under this Policy to a proposed Insured who:

- meets the eligibility criteria set forth in this Policy; and
- [either:
  - (1) has Pleural Plaques; or
  - (2) has an ILO Score of 1/0 through 2/2];

provided that MetLife, in its sole discretion, shall have the right to refuse to extend insurance to any proposed Insured if the insurance that would be issued to that person under this Policy, when combined with any insurance already issued to that person as an Additional Insured under this Policy or any other policy issued by MetLife, would present an unacceptable accumulation of risk for MetLife.

MetLife may consent to extend insurance to other persons proposed for insurance under this Policy but is not required to do so.

## **LIMITS ON INSURANCE AMOUNTS PER ADDITIONAL INSURED**

No Additional Insured Certificate may be issued under this Policy with a Certificate Limit greater than [\$1,000,000.00].

Except as may be otherwise specifically agreed in writing, in advance, by MetLife on a case-by-case basis[:

- no more than one Additional Insured Certificate may be issued to any one individual under this Policy; and
- no Additional Insured Certificate may be issued in which the benefit provided for lung cancer exceeds [25%] of the benefit provided for mesothelioma.]

This provision shall not be construed to increase the benefit amounts available under any Additional Insured Certificate that is issued with benefit amounts which are lower than the limits set forth in this provision.

## **POLICY AGGREGATE LIMIT**

The amount of insurance issued under this Policy to Additional Insureds shall not exceed the Policy Aggregate Limit. The Policy Aggregate Limit under this Policy equals [\$25,000,000.00].

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

Eligibility for insurance under this Policy is limited to individuals who had an Underlying Tort Claim.

A person who is eligible for insurance under this Policy, will only become covered for insurance after all of the following have occurred:

- the person has signed an enrollment form requesting insurance under this Policy within six months of the date the person was offered such insurance;
- premium has been paid to MetLife for that person's coverage; and
- MetLife has consented to extend insurance under this Policy to the person.

The effective date of the person's coverage will be as specified in the Exhibits.

## **SCHEDULE OF INSURANCE**

The Schedules of Insurance which apply under this Policy are set forth in the Exhibits.

## **PREMIUM PROVISIONS**

The insurance for each Additional Insured provided under this Policy is conditional upon payment of the required Premium for such Additional Insured. Premium with respect to each Additional Insured must be paid in United States currency on or before the date the Additional Insured's insurance becomes effective from funds that:

1. derive from settlement of the Additional Insured's Underlying Tort Claim [in a single lump sum]; and
2. are paid to MetLife from an account established or maintained by the Additional Insured's attorney to receive and hold client funds.

Premium rates will be determined by MetLife for each Additional Insured based on the risk and rate class to which the Additional Insured belongs, as determined by MetLife. The Additional Insured must give MetLife consent to obtain any information that MetLife requires to determine the Premium. MetLife may use any reasonable method to compute Premiums due under this Policy.

## **END OF INSURANCE PROVIDED BY THIS POLICY**

The Policyholder can end this Policy by giving [30] days advance Written notice to MetLife. The Policy will end on the later of:

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

MetLife can terminate this Policy by giving the Policyholder [30] days advance Written notice.

If not ended earlier by MetLife or the Policyholder, this Policy will end on the date the coverage on all Additional Insureds has terminated, as provided in the Additional Insured Certificates.

Termination of the Policy will not affect insurance provided to Additional Insureds under Additional Insured Certificates that are effective before the date the Policy terminates. All provisions of this Policy shall survive the termination of this Policy to the extent necessary to carry out the purposes of this Policy and the Additional Insured Certificates issued to each Additional Insured thereunder or to ascertain and enforce the parties' rights pursuant to this Policy and such Additional Insured Certificates.

## GENERAL PROVISIONS

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

1. this Policy, including its Exhibits which include the Certificate(s);
2. the Policyholder's application, a copy of which is attached; and
3. the amendments and endorsements to this Policy, if any.

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

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of this Policy. No MetLife employee, who is not an officer of MetLife, has MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this Policy and the amendment or endorsement will become a part of this Policy.

**Incontestability: Statements Made by the Policyholder.** Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application. MetLife will not use such statement to contest insurance after it has been in force for two years from its effective date, unless the statement is fraudulent.

**Incontestability: Statements Made by Additional Insureds.** Any statement made by an Additional Insured will be considered a representation and not a warranty. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a written enrollment form;
2. the Additional Insured has signed the enrollment form; and
3. a copy of the enrollment form has been given to the Additional Insured or his beneficiary.

MetLife will not use an Additional Insured's statements which relate to insurability to contest insurance after it has been in force for two years, unless the statement is fraudulent.

**Certificates.** MetLife will issue Certificates [to the Policyholder for delivery] to each Additional Insured, as appropriate. Such Certificate will describe the Additional Insured's benefits and rights under this Policy. The Additional Insured's benefits and rights shall be guaranteed and paid-up upon the effective date of the certificate and shall survive any subsequent Policy termination. "Certificate" includes any of MetLife's insurance riders, notices or other attachments to the Certificate.

**Data Needed.** MetLife may require data from the Policyholder, an Additional Insured, the beneficiary or the legal representative of the Additional Insured to compute Premiums and carry out the terms of this Policy. MetLife may examine such data at any reasonable time. If any error is contained in the data, the benefits will be adjusted to reflect the correct amount based on the Premium calculated using the correct data. An error will not end insurance validly in effect, nor will it continue insurance validly ended.

**Non-Dividend Paying.** This Policy does not pay dividends.

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

**[SCHEDULE OF EXHIBITS**

<b>Exhibit Number</b>	<b>Exhibit Type</b>	<b>Applies To</b>	<b>Effective Date</b>
1	Schedule of Premium Rates	All Additional Insureds	October 1, 2006
2	Certificate Forms	All Additional Insureds	October 1, 2006

**SCH/EXHIBITS**

**DATE: October 1,2006**

**EXHIBIT 1**

**[SCHEDULE OF PREMIUM RATES**

The Premium rates for the insurance provided by this Policy are as follows:

TO BE PROVIDED]

**EXHIBIT 2**

**[CERTIFICATE FORMS**

<b>Certificate Number</b>	<b>Certificate Form</b>	<b>Effective Date</b>
123XYZ-a	AAA-###-AAA	October 1, 2006
123XYZ-b	AAA-###-AAA	October 1, 2006
123XYZ-c	AAA-###-AAA	October 1, 2006
123XYZ-d	AAA-###-AAA	October 1, 2006
123XYZ-e	AAA-###-AAA	October 1, 2006]

Metropolitan Life Insurance Company  
1 MetLife Plaza, Area 6E, Long Island City, NY 11101-4015  
Tel 212-578-5954 Fax 212-578-6247  
jdavid1@metlife.com

**MetLife**<sup>®</sup>

**John David**  
Manager, Contract Filing  
Group and SBC Contracts & Compliance Division

March 5, 2008

Amanda Capps Rose  
Associate Counsel, Legal Division  
Arkansas Department of Insurance  
1200 West 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904

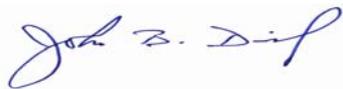
**Re:** Group Accident & Health Insurance  
Our NAIC Company No. is 65978  
Our FEIN is 13-5581829

Dear Ms Rose:

This is in response to your letter of January 14, 2008. In your letter, you expressed concern that attorneys providing information about critical injury insurance to plaintiffs could be perceived as "soliciting" insurance as that term is defined in Ark. Code Ann. section 23-64-502(14). Under section 23-64-502(14), "solicit" means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company. Attorneys would not be, nor would they be perceived to be, attempting to sell insurance or asking or urging individuals to apply for critical injury insurance coverage. The attorneys' role is limited to making information about the product available to plaintiffs. We would expect any attorneys performing this activity to comply with all relevant requirements of the Arkansas insurance code including the prohibition of solicitation of insurance by those who are not licensed agents.

We hope that this adequately addresses the concerns raised in your letter, and ask that this filing be reconsidered in light of the above.

Very truly yours,



John B. David  
Manager

NY06-10 JD

Metropolitan Life Insurance Company  
1 MetLife Plaza, Area 6E, Long Island City, NY 11101-4015  
Tel 212-578-5954 Fax 212-578-6247  
jdavid1@metlife.com

**MetLife**<sup>®</sup>

**John David**  
Manager, Contract Filing  
Group and SBC Contracts & Compliance Division

April 24, 2008

Rosalind Minro  
Arkansas Department of Insurance  
1200 West 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904

**Re:** Group Accident & Health Insurance  
Our NAIC Company No. is 65978  
Our FEIN is 13-5581829

Dear Ms Minor:

This is in response to your note to filer dated March 5, 2008. I apologize for the delay in our response. The marketing material was not ready until recently. I am attaching the two marketing pieces that will be sent to plaintiffs.

- **L02088345(exp0209)(All States)MLIC-LD** is a business reply card that the person will fill out and send to MetLife if they are interested in receiving more information about the coverage. The card serves as an authorization for the person's attorney to release information to MetLife.
- **L02088346(exp0209)(All States)** is a slip sheet that explains the purpose of this coverage in a general way.

Both forms have variable brackets around the conditions that are covered. The conditions will be lung cancer, or mesothelioma, or both. There are variable brackets around the toll-free MetLife telephone number (we do not have a number assigned for this yet).

We hope that this will facilitate your review of this filing, and we do appreciate your holding this filing open while the marketing material was being developed.

Very truly yours,



John B. David  
Manager

NY06-10 JD

Metropolitan Life Insurance Company  
1 MetLife Plaza, Area 6E, Long Island City, NY 11101-4015  
Tel 212-578-5954 Fax 212-578-6247  
j david1@metlife.com



**John David**  
Manager, Contract Filing  
Group and SBC Contracts & Compliance Division

July 2, 2008

Amanda Capps Rose  
Associate Counsel, Legal Division  
Arkansas Department of Insurance  
1200 West 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904

**Re:** Group Accident & Health Insurance  
Our NAIC Company No. is 65978  
Our FEIN is 13-5581829

Dear Ms Capps Rose:

This is in response to your letter of May 1, 2008, regarding the captioned filing. You have expressed concern that attorneys providing information about MetLife critical injury insurance to plaintiffs could be perceived as "soliciting" insurance under the Arkansas Insurance Code.

The attorneys' role in providing information to plaintiffs in the critical injury insurance process is limited to the following: (a) forwarding information about MetLife's critical injury insurance product to plaintiffs involved in a class action suit; and (b) forwarding enrollment materials to those plaintiffs who have expressed interest in MetLife's critical injury insurance product.

Ark. Code Ann. section 23-64-503 states that "a person shall not sell, solicit, or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with this subchapter."

Ark. Code Ann. section 23-64-502(14) defines "solicit" as "attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company."

The attorneys involved in the critical injury insurance process would not be "soliciting" insurance because they would neither be attempting to sell insurance nor asking or urging a person to apply for insurance, as their role is limited to forwarding information regarding critical injury insurance.

Furthermore, the Arkansas Insurance code contains several exceptions to the licensing requirement set out in section 23-64-503. Ark. Code Ann. section 23-64-504(b)(2)(A) states that an insurance producer license is not required of a person who does not receive any commission and "secures and furnishes information for the purpose of enrolling individuals under . . . group or blanket accident and health insurance." The attorneys forwarding information about MetLife critical injury insurance to plaintiffs would not be receiving any commission and would be furnishing information for the purpose of enrolling individuals under group accident and health insurance. Their activities therefore come well within the scope of activities exempted from licensing requirements by Ark. Ins. Code section 23-64-504.

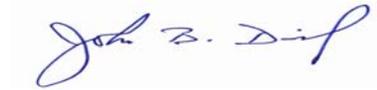
As we stated in our March 5, 2008 filing letter, we would expect any attorneys forwarding information about MetLife's critical injury insurance product to plaintiffs to comply with all relevant requirements of the Arkansas insurance code including the prohibition of solicitation of insurance by those who are not licensed agents. The attorneys' role in the process is simply to make plaintiffs aware of the existence of the MetLife critical injury insurance product, and not to ask or urge plaintiffs to purchase the insurance in any manner

**NY06-10 JD**

July 2, 2008  
Page 2

For all of the foregoing reasons, we believe that the attorneys' role in the critical injury insurance process is permitted under Arkansas Law.

Very truly yours,

A handwritten signature in blue ink that reads "John B. David". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

John B. David  
Manager

Metropolitan Life Insurance Company  
1 MetLife Plaza, Area 6E, Long Island City, NY 11101-4015  
Tel 212-578-5954 Fax 212-578-6247  
j david1@metlife.com

**MetLife**<sup>®</sup>

**John David**  
Manager, Contract Filing  
Group and SBC Contracts & Compliance Division

September 17, 2008

Amanda Capps Rose  
Associate Counsel, Legal Division  
Arkansas Department of Insurance  
1200 West 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904

**Re:** Group Accident & Health Insurance  
Our NAIC Company No. is 65978  
Our FEIN is 13-5581829

Dear Ms Capps Rose:

In response to your letter of August 11, 2008, regarding the captioned filing, this will confirm that MetLife will instruct attorneys not to converse with the plaintiffs regarding the terms of the policy and/or its coverage and not to address rate or premium issues.

Additionally, we have added the Department's phone number under the "Important Notice" section of the certificate (page 11, of the certificate). A revised copy of the certificate is enclosed.

I hope that this addresses any remaining issues that you may have, and that this filing can now be approved.

Very truly yours,



John B. David  
Manager

NY06-10 JD





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

## CERTIFICATE OF INSURANCE

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

This certificate is part of the Policy. The Policy is a contract between MetLife and the Policyholder and may be changed without Your consent or notice to You, but only as described herein. This certificate has been issued to You after You, while represented by counsel, entered into a settlement agreement with respect to an Underlying Tort Claim.

This certificate is non-cancelable, which means that MetLife cannot cancel the insurance described in this certificate, or modify any of its terms except as described in this certificate.

**Once effective, this certificate will survive termination of the Policy. See the "Date Your Insurance Ends" provision for an explanation of how this works.**

**Termination of the Policy will not affect the insurance provided under this certificate if this certificate's effective date is earlier than the date the Policy ends.**

Policyholder:	[AnyTrust]
Policy Number:	[123XYZ]
Certificate Number	[123XYZ-a]
Type of Insurance:	Critical Injury Insurance
MetLife Toll Free Number(s):	
[For Claim Information	1-800-XXX-YYYY
For General Information	1-800-XXX-XXXX]
Additional Insured:	[John Doe]
Effective Date of Insurance:	[see "Date Your Insurance Takes Effect" ]

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## **SCHEDULE OF BENEFITS**

This schedule shows the benefits that are provided, under this certificate, while You are insured.

<b>[LISTED CONDITIONS</b>	<b>BENEFIT AMOUNT</b>
• Mesothelioma	<b>\$10,000.00 -- \$1,000,000.00</b>
• Lung Cancer	<b>\$2,500.00 -- \$250,000.00</b>
• Colo-Rectal Cancer	<b>\$0 – 250,000.00</b>
• Other Listed Cancer	<b>\$0 – 250,000.00</b>
<b>CERTIFICATE LIMIT</b>	<b>\$10,000.00 -- \$1,000,000.00]</b>

## DEFINITIONS

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

**Beneficiary** means a person to whom We may pay insurance benefits. The Beneficiary is determined in accordance with the General Provisions section.

**Certificate Limit** is shown in the schedule.

**[Colo-Rectal Cancer** means an invasive adenocarcinoma of the colon or rectum. It does not include a tumor that is any type of abdominal tumor other than an invasive adenocarcinoma of the colon or rectum, or if the tumor is a pre-invasive colonic tumor.]

**Diagnose** means the act of making a Diagnosis.

**Diagnosis** means the certified confirmation by a Physician that You have developed a Listed Condition. The Diagnosis must meet all the requirements contained in the definition of the Listed Condition. The Diagnosis must be made by a Physician in the United States. The scope of the Physician's practice must be appropriate to Diagnose the Listed Condition, and the Physician must conform to generally accepted standards for his or her specialty at the time of making the Diagnosis.

**Listed Condition** means [Lung Cancer, Mesothelioma, Colo-Rectal Cancer or Other Listed Cancer.]

**[Lung Cancer** means a malignant tumor of the lung, trachea or bronchus including small cell tumors, non-small cell tumors, and adenoid cystic carcinomas of the bronchus. It does not include a tumor that is an adenoma, carcinoid, or lymphoma, or is metastatic to the lung. ]

**[Mesothelioma** means a malignant tumor of the pleura, pericardium, or peritoneum confirmed by electron microscopy or immunohistological stains. It does not include a tumor that is benign, or a solitary fibrous tumor.]

**[Other Listed Cancer** means invasive tumors of the tongue, floor of mouth, gum, tonsil, oropharynx or esophagus. ]

**Physician** means a person licensed to practice medicine in the jurisdiction where such services are performed, and who is Board Certified as a pathologist, oncologist, or surgeon. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

**The term does not include:**

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

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate including the payment of insurance. 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.

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

## **DEFINITIONS (continued)**

**Underlying Tort Claim** means a tort liability claim that an individual has made for bodily injury based upon [exposure to asbestos].

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

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

**You** and **Your** mean the Additional Insured who is insured under the Policy for the insurance described in this certificate.]

## **ELIGIBILITY, EFFECTIVE DATE, AND END OF INSURANCE PROVISIONS**

### **INDIVIDUALS ELIGIBLE FOR INSURANCE**

To be eligible for insurance under the Policy, You must be an individual who has settled an Underlying Tort Claim.

### **DATE YOUR INSURANCE TAKES EFFECT**

In order to become insured for benefits under the Policy,

1. You must be an eligible individual;
2. We must agree to cover You under the Policy, and
3. the premium for Your insurance must be paid from funds received from the settlement of Your Underlying Tort Claim, and must be paid to MetLife from Your attorney's account for client funds.

The effective date of Your coverage will be the latest of the following dates:

1. the date We designate as Your effective date of coverage under the Policy;
2. the date the premium is paid for Your insurance under the Policy; and
3. the date specified when insurance was offered to you.

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earlier of:

1. the date that the benefits paid to You or a person claiming benefits on Your behalf reach the Certificate Limit; or
2. the date You die.

Termination of the Policy will not affect the insurance provided under this certificate if this certificate's effective date is earlier than the date the Policy ends. All provisions of this certificate will survive the termination of the policy to the extent necessary to:

1. carry out the purposes of this certificate and the Policy; or
2. ascertain and enforce the rights of MetLife, the Policyholder, You or any Beneficiary under this certificate or the Policy.

## **INSURANCE BENEFIT**

If You are first Diagnosed with a Listed Condition while You are insured under the Policy, or after Your death, Proof of the Diagnosis must be sent to Us. When we receive such Proof with the claim, we will review the claim and, if We approve it, will pay the benefit shown in the schedule for the Listed Condition within 60 days of the date We receive such Proof.

If You are Diagnosed with more than one Listed Condition, whether at the same time or at different times, the total amount We will pay in connection with all such Diagnoses combined will not exceed the Certificate Limit.

## **BENEFIT PAYMENT**

Benefits that become payable after Your death will be paid to Your Beneficiary. Any other benefits that become payable under this certificate will be paid to You.

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

## **FILING A CLAIM**

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

### **Step 1**

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

### **Step 2**

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

### **Step 3**

When the claimant receives the claim form he should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days after giving Us notice of claim, he may send Us Proof using any form sufficient to provide Us with the required Proof.

### **Step 4**

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

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 claimant's legal capacity, later than 12 months from the date of Diagnosis.

### **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 2 years after the date such Proof is required.

## **GENERAL PROVISIONS**

### **Assignment**

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

### **Beneficiary**

If you designated a beneficiary, upon Your death we will pay to Your beneficiary any amount that is or becomes due. You may designate a beneficiary in Your enrollment form. You may change Your beneficiary at any time. To do so, You must send a signed and dated, Written request to Us, using a form satisfactory to us. Your Written request to change the beneficiary must be sent to us no later than 30 days after the date You Sign such request.

Unless otherwise requested, we may at Our option pay benefits in one sum or by placing the amount in an account that earns interest. The person to whom we pay the benefits will have immediate access to all or any part of the account. We will pay interest on the benefits from the date they become payable until all funds in the account have been withdrawn.

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

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

If there is no beneficiary designated or no surviving beneficiary at Your death, We may determine the beneficiary to be one or more of the following who survive You, in the order listed below:

1. Your spouse;
2. Your children;
3. Your parents;
4. Your siblings.

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.

### **Entire Contract.**

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

1. the Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the 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 an Enrollment Form that is in Writing;
- You have Signed the Enrollment Form; and
- a copy of the Enrollment 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.

## **GENERAL PROVISIONS (continued)**

### **Conformity with Law**

This certificate shall be governed by the laws of [state], which is the state where the Policy was delivered to the Policyholder , without regard to the conflicts of laws rules of that jurisdiction.

### **Physical Exams**

If a claim is submitted for insurance benefits, We have the right to ask You to be examined by a Physician(s) of Our choice at Our expense as often as is reasonably necessary to process the claim.

### **Autopsy**

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

### **Gender**

Male pronouns will be read as female where applicable.

### **Changes to Your Insurance**

The terms and provisions of the Policy may be changed, at any time, without Your consent. A change to the Policy will not affect the insurance provided under this certificate if this certificate was issued before the effective date of such change.

The insurance under this certificate may be changed without Your consent if required by law. In such case, We will issue amendments or endorsements to effect such changes, if practicable. The changes will be effective as of the date required by law.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of the Policy or this certificate. No MetLife employee, who is not an officer of MetLife, has MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to the policy and the amendment or endorsement will become a part of the policy.

### **Waiver of Certificate Provisions**

Our failure to invoke or enforce a right that We have reserved under the terms of this certificate shall not be a permanent waiver of that right.

### **Non-Participating**

This certificate does not pay dividends.

## **NOTICE FOR RESIDENTS OF ARKANSAS**

**Arkansas residents please be advised of the following:**

### **IMPORTANT NOTICE**

**IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM,  
YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:**

**[1-888-XXX-XXXX]**

**IF YOU ARE STILL CONCERNED AFTER CONTACTING METLIFE, YOU  
SHOULD FEEL FREE TO CONTACT:**

**ARKANSAS INSURANCE DEPARTMENT  
CONSUMER SERVICES DIVISION  
1200 WEST THIRD  
LITTLE ROCK, ARKANSAS 72201-1904]**