

SERFF Tracking Number: META-126631752 State: Arkansas
 Filing Company: Metropolitan Life Insurance Company State Tracking Number: 45707
 Company Tracking Number: S10-3 SH
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
 Product Name: GUL Certificates & Certificate Rider
 Project Name/Number: GUL Certificates & Certificate Rider/S10-3 SH

Filing at a Glance

Company: Metropolitan Life Insurance Company

Product Name: GUL Certificates & Certificate SERFF Tr Num: META-126631752 State: Arkansas

Rider

TOI: L08 Life - Other

SERFF Status: Closed-Approved- State Tr Num: 45707
 Closed

Sub-TOI: L08.000 Life - Other

Co Tr Num: S10-3 SH

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Sandra Bennett, Susan Hoffmann, Ruth Rivera, Linda Williams

Disposition Date: 05/19/2010

Date Submitted: 05/18/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GUL Certificates & Certificate Rider

Status of Filing in Domicile: Authorized

Project Number: S10-3 SH

Date Approved in Domicile: 05/12/2010

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Association, Trust, Other

Filing Status Changed: 05/19/2010

Explanation for Other Group Market Type: Labor Union

Deemer Date:

State Status Changed: 05/19/2010

Submitted By: Ruth Rivera

Created By: Susan Hoffmann

Filing Description:

Corresponding Filing Tracking Number:

Enclosed for filing are final printed copies of the group life insurance forms described below. These forms are new and do not replace any forms previously filed with the Department. They may be used in conjunction with any policy forms currently on file with your department.

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Form No. & Description:

Form G.9704(2009) is our certificate form intended to provide group universal life insurance coverage on the life of the employee. This certificate will be used to provide coverage to residents of your state under a multiple employer trust previously placed on file by your Department on March 11, 2005. This certificate form is similar to certificate form G.9704(2003) that was approved by your Department on March 11, 2005. In addition, this form is similar to certificate form G.24300(2003) that was approved by your Department on March 11, 2005. (The differences between these 2 forms are form G.24300(2003) is a group variable universal life insurance form.)

Form G.9704A(2009) is our certificate form intended to provide group universal life insurance coverage on the life of the employee's spouse. This certificate will be used to provide coverage to residents of your state under a multiple employer trust previously placed on file by your Department on March 11, 2005. This certificate form is similar to certificate form G.9704A(2003) that was approved by your Department on March 11, 2005. In addition, this form is similar to certificate form G.24300A(2003) that was approved by your Department on March 11, 2005. (The differences between these 2 forms are form G.24300A(2003) is a group variable universal life insurance form.)

Form GCR10-6 app owner is our certificate rider that was developed to allow for an assignment provision and an applicant owner provision in order to accommodate the diverse needs and requirements of sophisticated policyholders and their employees/members. This rider may be used the G.9704(2003) and G.9704A(2003) previously approved by your Department on March 11, 2005 and any of our previously approved group certificate forms as well as any of our group certificate forms approved in the future.

Text which is subject to variation has been indicated by brackets and may vary to match policyholder plan specifications. If we remove a bulleted, numbered or lettered variable item from a list, formatting and grammar will be adjusted accordingly. References in the text to "pages", "sections" or "subsections" of the form may be replaced by the title of the section or subsection.

The above forms may be used in conjunction with:

- Group Insurance Policy Form No. GPNP99 and Application Form GPNP-AP 99 approved by your Department on 4/28/1999; and
- Group Insurance Policy Form No. G.2130-S approved by your Department on 3/21/1979 that may include Group Insurance Policy Endorsement Form END-99 STOCK approved by your Department on 4/28/1999.

Form Information:

We would like to extend the use of the following forms, previously approved by your Department, for use the with G.9704(2009) and G.9704A(2009) as applicable:

Form Number, Form Name, & Approval Date

G.24300-1 Certificate Rider: Dependent Life Benefits March 11, 2005

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G.24300-2 Certificate Rider: Accidental Death Benefits March 11, 2005
G.24300-2A Certificate Rider: Accidental Death Benefits On Account Of Your Dependent Spouse March 11, 2005
G.24300-3 Certificate Rider: Waiver of Monthly Deductions During Total Disability March 11, 2005
G.24300-4 Certificate Rider: Accidental Death or Dismemberment Benefits March 11, 2005
G.24300-6 Certificate Rider: Accelerated Benefits March 11, 2005
G.24300-6A Certificate Rider: Accelerated Benefits On Account Of Your Dependent Spouse March 11, 2005
G.9704-1 Certificate Rider: Dependent Term Insurance March 11, 2005
G.9704-2 Certificate Rider: Accidental Death Benefits March 11, 2005
G.9704-2A Certificate Rider: Accidental Death Benefits On Account Of Your Dependent Spouse March 11, 2005
G.9704-3 Certificate Rider: Waiver of Monthly Deductions During Total Disability March 11, 2005
G.9704-4 Certificate Rider: Accidental Death or Dismemberment Benefits March 11, 2005
G.9704-6 Certificate Rider: Accelerated Benefits March 11, 2005
G.9704-6A Certificate Rider: Accelerated Benefits on Account of Your Dependent Spouse March 11, 2005
GCR09-07 Certificate Rider – Domestic Partner September 2, 2009

In addition, we wish to extend the G.9704-1 certificate rider, listed above, for use with the G.9704A(2003) certificate form (previously approved by your Department on March 11, 2005); and the G.24300-1 certificate rider, listed above, for use with the G.24300A(2003) certificate form previously approved by your Department on March 11, 2005.

We also wish to extend the use of the enclosed forms and the applicable riders for use with associations, labor unions, other multiple employer trusts and all eligible groups recognized by your department. Upon issuance of any such form to a non-employer group, where appropriate:

- membership or other appropriate terminology may be substituted for employment terminology; and
- “Union”, Labor Union”, “Association” or other appropriate term may be substituted for “Policyholder” or “Employer”.

The enclosed forms will not currently be marketed with an illustration.

We reviewed the requirements of Regulation 34 for universal life type contracts and certify that Metropolitan Life Insurance Company is in compliance.

Incorporation:

We request the right to have the option to incorporate the contents of the attached certificate rider, GCR10-6 app owner, into the certificate forms pursuant to the customer’s request. When we do this, we will add the rider’s form number to the bottom of the certificate page(s) to reflect the changes made. To show an example, the form will then have the original form number of the certificate and on a line underneath will state the certificate rider form number as follows:

G.9704(2003)
as amended by
GCR10-6

<i>SERFF Tracking Number:</i>	<i>META-126631752</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Metropolitan Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45707</i>
<i>Company Tracking Number:</i>	<i>S10-3 SH</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>GUL Certificates & Certificate Rider</i>		
<i>Project Name/Number:</i>	<i>GUL Certificates & Certificate Rider/S10-3 SH</i>		

app owner

Translations:

The enclosed certificate form(s) may be translated into a language other than English. Any such translation will be performed by a professional translation service, and we will obtain certification from such service that the form(s), as translated, are an accurate representation of the English language version(s). The non-English version of each certificate form will include a disclosure in the foreign language indicating that the non-English version is a translation of an English language form, and that in any conflict that may arise between the English and translated versions, the English language version of the form will control.

Actuarial Information:

Enclosed are the actuarial memorandums for forms G.9704(2009) and G.9704A(2009) that reflect compliance with the 2001 CSO requirements. The enclosed memoranda contain formulas, statistics, assumptions and other information that are proprietary trade secrets of MetLife. Disclosure of this information would cause substantial injury to MetLife's competitive advantage. Therefore, we request that the Department treat these materials as confidential, and not release them or their contents to any third parties.

Enclosed is the certification required by Bulletin 11-83 regarding any changes in interest rates.

Company and Contact

Filing Contact Information

Susan Hoffmann, Senior Consultant	shoffmann@metlife.com
190 Carondelet Plaza	314-719-4819 [Phone]
16th Floor	314-862-5171 [FAX]
St. Louis, MO 63105	

Filing Company Information

Metropolitan Life Insurance Company	CoCode: 65978	State of Domicile: New York
MetLife	Group Code: -99	Company Type: Life
1095 Avenue of the Americas	Group Name:	State ID Number:
New York, NY 10036-6796	FEIN Number: 13-5581829	
(212) 578-2211 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$150.00

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Retaliatory? No
Fee Explanation: 3 forms (2 certificate forms and 1 certificate rider) X \$50.00 per form = \$150.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Metropolitan Life Insurance Company	\$150.00	05/18/2010	36626473

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/19/2010	05/19/2010

SERFF Tracking Number: *META-126631752* *State:* *Arkansas*
Filing Company: *Metropolitan Life Insurance Company* *State Tracking Number:* *45707*
Company Tracking Number: *S10-3 SH*
TOI: *L08 Life - Other* *Sub-TOI:* *L08.000 Life - Other*
Product Name: *GUL Certificates & Certificate Rider*
Project Name/Number: *GUL Certificates & Certificate Rider/S10-3 SH*

Disposition

Disposition Date: 05/19/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Actuarial Materials		No
Form	Group Universal Life Insurance		Yes
Form	Group Universal Life Insurance		Yes
Form	Certificate Rider		Yes

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Form Schedule

Lead Form Number: G.9704(2009)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	G.9704(2009)	Certificate	Group Universal Life Insurance	Initial		47.800	G.9704(2009).pdf
	G.9704A(2009)	Certificate	Group Universal Life Insurance	Initial		46.700	G.9704A(2009).pdf
	GCR10-6 app owner	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Certificate Rider	Initial		49.600	GCR10-6 app owner.pdf



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

Metropolitan Life Insurance Company ("MetLife") certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

METROPOLITAN LIFE INSURANCE COMPANY, [

C. Robert C. Henrikson
Chairman, President and Chief Executive Officer]

[Employer: A.B.C. Company
Policyholder: XYZ Bank and Trust Company, Trustee

Group No.: XXXX
Group Policy No.: XXXX

Accelerated Benefits may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this Benefit.

Group Universal Life Insurance

This Certificate includes flexible premiums, adjustable benefits, group life insurance until age [95] and a paid-up benefit option at any time.

Non-Participating

Right to Examine Certificate - Please read this Certificate. You may return this Certificate to Us within 20 days from the date You receive it or within 45 days after the date You enroll for This Plan, whichever period ends later. If You return it within this period, this Certificate will be void from the beginning and We will refund any premiums You have paid.]

NOTICE FOR RESIDENTS OF ARKANSAS

If you have a question concerning your coverage or a claim, first contact the [Employer] or group account administrator. If, after doing so, you still have a concern, you may call the toll free telephone number: 1-XXX-XXX-XXXX.

If you are still concerned after contacting both the [Employer] and MetLife, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, Arkansas 72204
1-800-852-5494

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CERTIFICATE SPECIFICATIONS AS OF [May 1, 2007] - (Continued)

[PLANNED PREMIUM	\$75.00 per month
MINIMUM PREMIUM	\$31.25 per month
GUIDELINE ANNUAL PREMIUM	\$7,287.

ADDITIONAL COVERAGES

<u>RIDER</u>	<u>BENEFIT AMOUNT</u>
DEPENDENT LIFE BENEFITS	
SPOUSE	\$ 50,000
EACH CHILD	\$ 10,000
ACCIDENTAL DEATH BENEFITS	
COVERED PERSON	\$100,000
SPOUSE	\$ 50,000
ACCIDENTAL DEATH OR DISMEMBERMENT	
COVERED PERSON	\$100,000
SPOUSE	\$ 50,000
ACCELERATED BENEFITS	
COVERED PERSON	\$ 50,000
SPOUSE	\$ 25,000
WAIVER OF MONTHLY DEDUCTION DURING TOTAL DISABILITY	Included

* This Certificate will terminate prior to this date if premiums paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, Subsection 5. of section titled Premiums.

** May Be Subject to Reductions. See section titled If You Are Age 70 or Older or Retired.

THIS CERTIFICATE SPECIFICATIONS PAGE RELATING TO THE BENEFITS UNDER THIS PLAN REPLACES ANY PRIOR CERTIFICATE SPECIFICATIONS PAGE THAT HAS BEEN DELIVERED TO YOU AND SUCH PRIOR CERTIFICATE SPECIFICATIONS PAGE IS VOID.]

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

This Plan provides Insurance through flexible premium payments. Net Premiums and interest will be credited to the Cash Value. The Cost of Insurance and other charges will be deducted each month from the Cash Surrender Value.

To make this Certificate clear and easy to read, We have left out many cross-references and conditional statements. Therefore, the provisions of the Certificate must be read as a whole. For example, Our payment of the Insurance proceeds [(see page 7)] depends upon the payment of sufficient contributions [(see pages 3-4 and 12-14)].

To exercise Your rights, You should follow the procedures stated in the Certificate. If You want to request a payment, [adjust the death benefit,] change a Beneficiary, change an address or request any other action by Us, You should do so on the forms prepared for each purpose. You can get these forms from [Our Administrative Office].

["Cash Surrender Value" means the Cash Value less:

- (a) any loan and loan interest; and
- (b) any applicable Surrender Charge; and
- (c) any Monthly Deduction which is due and unpaid.

"Cash Value" is the sum of:

- (a) the Net Premiums received minus the Monthly Deductions to the current date; plus
- (b) interest credited to the current date; plus
- (c) the value in the Loan Account.

If You make a Partial Cash Withdrawal, the Cash Value defined above will be reduced by the amount of such withdrawal.

Certificate Years and Certificate Anniversaries are measured from the Plan Anniversary Date. For example, if the Effective Date of Certificate is the same as the Plan Anniversary Date of November 1, 2008, the first Certificate Year ends October 31, 2009. The first Certificate Month ends November 30, 2008, the first Monthly Anniversary is December 1, 2008, and the first Certificate Anniversary is November 1, 2009. If the Effective Date of Certificate is May 1, 2009 and the Plan Anniversary is November 1, 2008, the first Certificate Year ends October 31, 2009. The first Certificate Month ends May 31, 2009, the first Monthly Anniversary is June 1, 2009, and the first Certificate Anniversary is November 1, 2009.

"Change in Family Status," means:

- a change in Your legal marital status such as by marriage, divorce, legal separation, death of Spouse or annulment, (this includes the forming of and dissolution of a Domestic Partnership);
- a change in the number of Your dependents, such as by birth, adoption, placement for adoption, or death of a dependent;
- Your purchase of a home;
- a change in the employment status of You, Your Spouse or Your dependent child, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance;
- a change of residence of You, Your Spouse or Your dependent child if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance; and
- Your dependent ceasing to be a Dependent as defined under This Plan; and]

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN (Continued)

[

- a significant curtailment in Your current option, a significant improvement in an option for which You are not enrolled, a significant increase or decrease in cost for one or more of the options under the Policyholder's plan or a new benefit option under the Policyholder's plan.

Child includes:

- (a) Your natural child;
- (b) a child who is supported solely by You and permanently living in the home of which You are the head;
- (c) a child who is legally adopted; and
- (d) a stepchild (including the child of a Domestic Partner) who lives in Your home.

"Competing Plan" means any other life insurance plan, as determined by Us, which is offered to employees of the Employer and for which a majority of the employees who are eligible under This Plan are eligible.

"Domestic Partner" means each of two people of the same sex, one of whom is an employee of the Employer, who represent themselves publicly as each other's Domestic Partner and have:

- registered as Domestic Partners or members of a civil union with a government agency or office where such registration is available; or
- submitted a Domestic Partner declaration to the Employer.

The Domestic Partner declaration must be signed by both parties, and establish that:

- each person is 18 years of age or older;
- neither person is married;
- neither person has had another Domestic Partner within **1-24** months prior to the date they enrolled for insurance for the Domestic Partner under This Plan;
- they have shared the same residence for at least **1-24** months prior to the date they enrolled for insurance for the Domestic Partner under This Plan;
- they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
- they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least **1-24** months prior to the date they enrolled for insurance for the Domestic Partner under This Plan, and such commitment is expected to last indefinitely; and
- 2 or more of the following exist as evidence of joint responsibility for basic financial obligations:
 - a joint mortgage or lease;
 - designation of the Domestic Partner as Beneficiary for life insurance or retirement benefits;
 - joint wills or designation of the Domestic Partner as executor and/or primary Beneficiary;
 - designation of the Domestic Partner as durable power of attorney or health care proxy;
 - ownership of a joint bank account, joint credit cards or other evidence of joint financial responsibility; or
 - other evidence of economic interdependence.]

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN (Continued)

["Effective Date of Certificate" is the date on which insurance coverage on the Covered Person takes effect.

"Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.

"Loan Account" is the account to which We transfer a portion of the Cash Value that will serve as collateral for the loan.

"Net Premium" means premiums received less any Premium Expense Charges.

"Net Single Premium" means the Gross Single Premium less any other charges for expenses.

"Normal Retirement Date" means the date You retire in accordance with the Employer's retirement plan.

"Payroll Deduction Plan" means the procedure for making premium contributions with deductions from Your salary.

"Policyholder" means XYZ Bank and Trust Company, N.A., Trustee.

"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 payment described in this Certificate, Proof must establish:

- (a) the nature and the extent of the loss or condition;
- (b) Our obligation to pay the claim; and
- (c) the claimant's right to receive payment.

When a claim is made for continuation of coverage under the Rider: Waiver of Monthly Deductions During Total Disability, Proof must establish:

- (a) the nature and extent of the condition; and
- (b) Our obligation to continue coverage.

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

"Spouse" means Your lawful Spouse. This term also includes Your Domestic Partner.

"This Plan" means the Group Universal Life Insurance Plan for employees of the Employer provided under the Group Policy issued by Us to the Policyholder.

"We", "Us" and "Our" mean Metropolitan Life Insurance Company ("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 Covered Person named on the Certificate Specifications page.]

II. PAYMENT WHEN YOU DIE

1. Coverage

If You die before [the earlier of] the Final Date of Certificate [and the date You elect Paid-up Benefits,] We will pay:

The Death Benefit in effect on Your life at the time of death;

MINUS

Any loan and loan interest;

MINUS

Any due and unpaid Monthly Deductions accruing during a Grace Period;

to the Beneficiary after We receive Proof of Your death and a proper Written claim.

2. Death Benefit

[The Death Benefit is either (a) or (b) below, but in no event less than the Minimum Death Benefit. The option chosen is set forth on the Certificate Specifications page.

- (a) Option A: The amount of Death Benefit is fixed at the Specified Amount set forth on the Certificate Specifications page, subject to any Partial Cash Withdrawal You may have taken (see page 10). It is composed of two parts - Insurance and the Cash Value. The amount of Insurance varies depending upon the Cash Value. To determine the amount of Insurance You subtract the Cash Value from the amount of Death Benefit.
- (b) Option B: The amount of Death Benefit varies. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the Cash Value. The Cash Value is added to the amount of Insurance to determine the amount of Death Benefit.]

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below, nor will the Death Benefit be less than the minimum amount needed for this Certificate to qualify as life insurance under federal income tax law and Internal Revenue Service Rules which apply.

[Your Age on the Date of Death]	Minimum Death Benefit as a Percentage of the Cash Value
40 or younger	250%
45	215
50	185
55	150
60	130
65	120
70	115
75	105
80	105
85	105
90	105
95 or older	100]

II. PAYMENT WHEN YOU DIE – (Continued)

[The Minimum Death Benefit will decrease uniformly within the age ranges shown. “Your Age on the Date of Death” means the Covered Person’s age at last birthday as of the beginning of the Certificate Year.]

4. Death Benefit Adjustment

[At any time after the first Certificate Year while this Certificate is in force, You may change the Death Benefit option or change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan on a date determined by the Employer, subject to the following:

- (a) In the event of a change in the Death Benefit option, We will change the Specified Amount as needed so that on the effective date of the change the amount of the Death Benefit will remain the same. Evidence of insurability may be required.
- (b) The Specified Amount may not be reduced to less than \$5,000.
- (c) For any change which would increase the Specified Amount, You must provide evidence of Your insurability satisfactory to Us, except if You are paying under the Payroll Deduction Plan and such change is being requested due to:
 - (1) a Change in Family Status, provided the change is requested within 31 days of the event and is not more than one times Your annual salary; or
 - (2) an increase in Your salary provided You have not previously declined any such increase in Your Specified Amount; and

the increase in Your Specified Amount in accordance with (1) or (2) above does not result in an amount that exceeds the non-medical issue amount filed with the records for This Plan.

Any increase in Your Specified Amount will be a multiple of Your salary, in accordance with the schedule set forth with the records of This Plan. Such increase may not be more than the maximum specified amount that is filed with the records for This Plan.

- (d) A request for a change in the Specified Amount will take effect on the first of the month which coincides with or next follows:
 - (1) if evidence of insurability is required, the date We approve the request; or
 - (2) if evidence of insurability is not required, the date of the request, provided, if the request is due to an increase in Your salary, You are in active work with the Employer on such first of the month indicated above. If You are not in active work on such date, the change will take place on the first of the month following the date You return to active work with the Employer.
- (e) We will provide a Written notice confirming this change. We may require that You send Us this Certificate to make the change.

Federal regulatory requirements potentially impact adjustments to the Specified Amount. In that circumstance We will notify You of Your options. We may return that portion of the Cash Value needed to meet those requirements.]

III. MONTHLY DEDUCTION

The deduction for any Certificate Month is the sum of the following amounts, determined as of the beginning of that month.

- The monthly cost of the Insurance (See Cost of Insurance [below]).
- Any Administration Charges.
- The monthly cost of any benefits provided by riders.]

[However, in certain instances the Monthly Deduction for a Certificate Month may not occur until a day up to 90 days after the start of that Certificate Month.]

Interest Rate

The interest credited to the Cash Value for a specific month will be at an effective annual rate not less than the Guaranteed Interest Rate shown on the Certificate Specifications page.

[We may declare rates of interest in excess of the Guaranteed Interest Rate entry shown on the Certificate Specifications page.]

Once interest is credited, that interest will become part of the Cash Value from which Monthly Deductions are made. [The Monthly Deduction will be charged against the most recent premiums paid and interest credited thereto.]

Cost of Insurance

The Cost of the Insurance for any Certificate Month is equal to the monthly insurance rate multiplied by each \$1,000 of Your Death Benefit less the Cash Value. Monthly insurance rates will be set by Us from time to time. But these rates will never be more than the maximum rates shown in the section titled Table of Guaranteed Maximum Rates For Each \$1,000 of Insurance.

IV. PAYMENTS DURING YOUR LIFETIME

1. Payment on Final Date of Certificate

If the Insured is alive on the Final Date of Certificate [,and You do not ask Us in Writing, prior to the Final Date, to continue the Certificate,] We will pay You the Cash Surrender Value. Coverage under this Certificate will then end.

[You may ask Us in Writing to continue this Certificate after the Final Date, provided such request is received prior to the Final Date. If You do, the Death Benefit will be equal to the Cash Value. The Insurance proceeds will equal the Death Benefit minus any outstanding Certificate loan and loan interest.]

2. Surrender of Certificate

We will pay You all of the Cash Surrender Value after [We receive] Your request, in a format acceptable to Us, to surrender Your Certificate at [Our Administrative Office]. The Cash Surrender Value will be determined [as of the date We receive Your request]. If You request and are paid the full Cash Surrender Value, this Certificate and all of Our obligations under it will end. We may require that You return this Certificate with Your request before We pay You the full Cash Surrender Value.

3. Partial Cash Withdrawal

[At any time You may request a Partial Cash Withdrawal. One Partial Cash Withdrawal per month may be taken] as long as the Partial Cash Withdrawal does not exceed the Maximum Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least [\$200]. We will pay You the Partial Cash Withdrawal upon receipt of Your request at [Our Administrative Office]. The available Cash Surrender Value will be determined [as of the date We receive Your request]. When a Partial Cash Withdrawal is made, We will reduce the Cash Surrender Value by the amount of the Partial Cash Withdrawal.

IV. PAYMENTS DURING YOUR LIFETIME – (Continued)

The Maximum Partial Cash Withdrawal at any time is the Cash Surrender Value [less twice the amount of the Monthly Deduction] just prior to the Partial Cash Withdrawal. .

[Each Partial Cash Withdrawal is subject to an Administrative Charge equal to the lesser of \$25.00 or 2% of the amount of the Partial Cash Withdrawal.]

[If Option A is in effect, the Specified Amount will automatically be reduced by the sum of the amounts above. If the Specified Amount would be reduced to less than \$5,000, or to a level where the premiums already paid would exceed then current Internal Revenue Limits, We will contact You to determine if You want to cancel the request, withdraw a smaller amount, or surrender the Certificate.]

[4. Surrender Charges

If, within the first 5 Certificate Years, You surrender this Certificate or this Certificate ends because the Grace Period expires, We will deduct a Surrender Charge from the Cash Value. The Maximum Surrender Charge is stated in the Certificate Specifications page.

The Surrender Charge will be the total of:

26.65% of the premiums paid up to one Guideline Annual Premium

PLUS

5.65% of the premiums paid which are greater than one Guideline Annual Premium, but will not exceed the Maximum Surrender Charge stated in the Certificate Specifications page.]

[5.] Loan

You may get cash by taking a loan upon assignment of the Certificate as sole security. If there is an existing loan, You can increase it.

The maximum amount available for a new or increased loan will be [85% of the Cash Surrender Value.]

The smallest amount You can borrow at any one time is [\$200.]

Loan interest is charged daily [at the rate of 8% a year, and is due at the end of each Certificate Year.] Interest not paid will be added to the loan principal. It will be added as of the due date and will be charged interest at the same rate as the rest of the loan. It will be deducted from the Cash Value and will be transferred to the Loan Account. The amount transferred will be treated as an increase in the loan.

[6.] Loan Repayment

[You may repay all or part of a loan at any time while the Insured is alive and this Certificate is in force. You must tell [Us] when You make a payment if the payment is intended as a loan repayment rather than a premium payment. A loan repayment may not be made through the Payroll Deduction Plan. When loan principal repayments are received, a corresponding amount will be transferred from the Loan Account to the Cash Value.]

[7.] Effect of a Loan on the Cash Value

When a loan is made, an amount equal to the loan will be transferred from the Cash Value to a Loan Account within the General Account.

Amounts in the Loan Account will be credited with interest [at a rate We set but never less than 3%.] Interest credited to amounts in the Loan Account will be allocated at least once a year to the Cash Value.

IV. PAYMENTS DURING YOUR LIFETIME – (Continued)

[8.] Deferment

We may defer paying a cash withdrawal value or the Cash Surrender Value for up to 6 months from the date [We receive] a request for payment. If We delay for [30] days or more, interest will be paid at a rate not less than [3%] a year.

We may delay making a loan, except for a loan to pay a premium to Us, for up to 6 months from the date You request the loan.

V. PREMIUMS

1. Payments

[Premium contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, premium contributions will be sent to Us monthly by the Employer. These payments will be made with deductions from Your salary. However, You may be considered to be on the Payroll Deduction Plan under procedures, which are agreed upon by Us, and Your Employer.

This Payroll Deduction Plan procedure will end for You if:

- (a) Your employment ends; or
- (b) The Employer sends Us a Written request to end this procedure for You; or
- (c) This Plan ends or is changed to end the benefits for the class or classes of employees of which You are a member.

If this procedure ends for You while Your Insurance is in force, further premium contributions will be payable directly to Us based on Your new classification and according to the mode of premium payments that has been selected. See section titled Termination/Portability.]

The amount of Your premium contributions may be changed from time to time.

Other premiums may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

[If You are not paying under the Payroll Deduction Plan, We will send You premium notices.]

If the Cash Value is large enough to keep Your Insurance in force You may skip premium contributions or change their frequency and amount. [However, the flexibility of premium contributions may be restricted when You retire. See section titled If You Are Age 70 or Older or Retired.]

2. Limits

The first premium may not be less than the Planned Premium shown on the Certificate Specifications page.

Each premium payment other than a Planned Premium must be at least [\$50]. We may change this minimum payment limit. No change will take effect until 90 days after notice is sent.

[We reserve the right not to accept a premium payment other than a Planned Premium for up to 6 months from the date a Partial Cash Withdrawal is paid to You, except We will accept a premium payment required to keep the Insurance in force.]

The total premiums paid in a Certificate Year may not exceed the maximum We set for that year. When We set the maximum for total premiums paid in a Certificate Year, We will take account of requirements in federal legislation. We will return to You any premiums paid in a Certificate Year which exceed the maximum.

V. PREMIUMS – (Continued)

3. Grace Period

[If You are paying under the Payroll Deduction Plan and if the sum of the Cash Surrender Value on any Monthly Anniversary plus the Planned Premiums deducted from Your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.]

[If You are not paying under the Payroll Deduction Plan and if the Cash Surrender Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.]

If We do not receive a sufficient amount by the end of the Grace Period, Your Certificate will then end without value.

If You die during the Grace Period, We will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.]

4. Reinstatement

If the Grace Period has ended and You have not paid an amount that will cover the Monthly Deduction, You may request that this [coverage] be reinstated while You are alive provided:

- (a) You have not surrendered this Certificate for its Cash Surrender Value; and
- (b) This Plan has not ended; and
- [(c) You have not elected a Paid-up Benefit under this Certificate; and
- (d) You ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) You provide evidence of Your insurability satisfactory to Us; and
- (f) You pay the Monthly Deductions due through the end of the Grace Period plus the next 2 Monthly Deductions.]

When You ask for reinstatement We will tell You the minimum amount You are required to pay to reinstate Your [coverage]. We will also tell You what the Cash Value and Cash Surrender Value will be at the date of reinstatement.

[If Your reinstatement occurs during the first 2 Certificate Years and You have not made any loans or Partial Cash Withdrawals, the minimum amount required by Us will be the Minimum Premium required as of that date less the premiums You have already paid. Otherwise, the minimum amount required by Us will be an amount such that the Cash Surrender Value at the date of reinstatement is sufficient to keep the coverage in force for at least 2 months after the date of reinstatement.]

The Cash Surrender Value at the time of reinstatement will be based on the Cash Surrender Value at the start of the Grace Period less the Monthly Deductions through the end of the Grace Period and the premium paid at reinstatement. Any Surrender Charge will be based on the date of reinstatement, the date of any increase in Specified Amount for which You provided evidence of Your insurability satisfactory to Us and the premiums paid.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date We approve the request.]

V. PREMIUMS – (Continued)

5. Continuation of Insurance

[If the Planned Premiums are not paid periodically as planned, the Insurance will remain in force as long as the Cash Surrender Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.]

On any Monthly Anniversary when the Cash Surrender Value is less than the Monthly Deduction for that month, the Grace Period provision will apply [; except, during the first 2 Certificate Years, Your Certificate will remain in force if the total premiums You have paid as of that Monthly Anniversary are equal to the Minimum Premiums required as of that date and no Partial Cash Withdrawals or loans have been taken.]

If You are living on the Final Date of Certificate and the Insurance is then in force, We will pay You the Cash Surrender Value [unless We receive Your request, prior to the Final Date of Certificate, to continue Your coverage under this Certificate. If We receive such request We will:

- (a) continue Your Certificate with a Death Benefit equal to the Cash Surrender Value;
- (b) pay You the Cash Surrender Value when You request it, or pay Your Beneficiary after We receive Proof of Your death;
- (c) stop the following deductions as of the Final Date of Certificate:
 - (i) the monthly cost of the Insurance;
 - (ii) any Administration Charge; and
 - (iii) the monthly cost of any riders.]

The Planned Premium shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of premium payments;
- (b) changes in the Specified Amount [and Death Benefit option;]
- (c) changes in interest credits and the Cost of Insurance;
- (d) changes in applicable Charges, but not to exceed any maximum charge specified[;]
- (e) any Partial Cash Withdrawals or loans under this Certificate[; and
- (f) deductions for additional riders.]

VI. TERMINATION/PORTABILITY

1. When Your Death Benefit Ends

Your Certificate will no longer be in force on the earliest of the following:

- a. the date You surrender Your Certificate and We pay You the Cash Surrender Value, if any;
- b. the date of Your death;
- c. the Final Date of Certificate;
- d. the date the Cash Surrender Value is not sufficient to cover the Monthly Deduction and the Grace Period has ended;

VI. TERMINATION/PORTABILITY – (Continued)

- [e. the date the Cash Surrender Value is not sufficient to cover the collateral for the Loan Account and the Grace Period has ended;
- f. the date the Employer ends its participation in This Plan;
- g. the date This Plan is changed to end coverage for the class or classes of employees of which You are a member;
- h. the date MetLife ends This Plan pursuant to the following.

We reserve the right to terminate This Plan if any one of the following occurs:

- (1) during any one year period This Plan is in effect, the total of the Specified Amounts in effect for all participating employees of the Employer is diminished by more than 15%; or
- (2) if the Employer is providing a Competing Plan to eligible employees of This Plan; or
- (3) if the total number of employees participating in This Plan falls below 20% of the total number of employees eligible to participate in This Plan.

In the event We decide to exercise Our right to terminate This Plan, We will provide 90 days notice to the Employer, the Policyholder and all Certificateholders. For existing Certificateholders, see Portability Option provision below and the section titled Premiums.]

[If This Plan ends for any reason and there is a Competing Plan, Your Death Benefit will end if You are participating in the Payroll Deduction Plan. In this event, We reserve the right to pay You or the succeeding carrier, over a period of the next 5 years, the Cash Surrender Value of Your Certificate divided into annual (or more frequent) installments. If the payout is delayed in excess of 30 days, We will credit interest on any unpaid balance at a rate of not less than 3% per annum.]

2. Portability Option

You are eligible to continue Your Insurance if:

- [a. This Plan ends and there is no Competing Plan; or
- b. Your employment with the Employer ends; or
- c. Coverage for the class or classes of employees of which You are a member ends and there is no Competing Plan; or
- d. You cease to be in an eligible class; or
- e. You retire; or
- f. You have not elected Paid-up Benefits, and
- g. Your Certificate has been in force for more than 2 years since the Effective Date of Certificate.]

In such event, We will automatically continue Your Insurance on the terms and conditions described in this Certificate, unless We are notified by You to the contrary.

When We continue Your Insurance under the Portability Option the following will occur:

- 1. You will have to pay [Us] directly for Your Insurance [either on a monthly, quarterly, semi-annual, or annual] basis.
- 2. [We] will bill You directly according to the payment frequency You choose.

VI. TERMINATION/PORTABILITY – (Continued)

3. We will reduce Your Cash Value, if any, by Your Monthly Deduction.
4. Your payments may be changed as a result of a change in premium rates.
5. The Administrative Charge may increase.

Your Insurance under the Portability Option will end on the earliest of the dates specified in items a [-h] above under When Your Death Benefit Ends.

VII. BENEFICIARY

1. Your Beneficiary

The "Beneficiary" is the person or persons You choose to receive any benefit payable because of Your death.

You make the choice in Writing on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with [Us]. You do not need the consent of the Beneficiary to make a change. When [We receive] a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if You are not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by [Us].

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when You die, more than one person is Your Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end [if:

- (a) that person dies before Your death occurs; or
- (b) that person dies at the same time Your death occurs; or
- (c) that person dies within 24 hours of Your death.]

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

4. No Beneficiary at Your Death

If there is no Beneficiary at Your death for any amount of benefits payable because of Your death, that amount will be [paid to Your estate. However, We may instead pay all or part of that amount to one or more of the following persons who are related to You and who survive You:

- (a) Spouse;
- (b) child;
- (c) parent;]

VII. BENEFICIARY – (Continued)

[(d) siblings.]

Any payment will discharge Our liability for the amount so paid.

[VIII. RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE

1. General Description

If Your Death Benefit ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance (“new policy”) from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the “option to convert”. Evidence of Your insurability will not be required.

2. When You Will Have the Option to Convert

You will have the option to convert when:

- Your Death Benefit ends because:
 - the Plan ends provided Your Death Benefit under This Plan has been in effect for 5 years; or
 - This Plan is amended to end Death Benefits for an eligible class of which You are a member, provided Your Death Benefit under This Plan has been in effect for at least 5 years; and
 - You did not accept the Portability Option (see section titled Termination/Portability.)
- Your Death Benefit is reduced:
 - on or after the date You attain age **60-80** in any increment or series of increments aggregating 20% or more of the amount of Your Death Benefit in effect before the first reduction due to Your age;
 - because You change from one eligible class to another; or
 - due to an amendment of the Plan.

If You opt not to convert a reduction in the amount of Your Death Benefit as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of Your Death Benefit as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

3. Application Period

If You opt to convert Your Death Benefit for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your Death Benefit ends or is reduced, the Application Period begins on the date that such Death Benefit ends or is reduced and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your Death Benefit ends or is reduced, the Application Period begins on the date such Death Benefit ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your Death Benefit ends or is reduced.]

**[VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON YOUR OWN LIFE - (Continued)**

4. Option Conditions

The option to convert is subject to these conditions:

- Our receipt within the Application Period of:
 - Your Written application for the new policy; and
 - the premium due for such new policy;
- the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - Your class of risk; and
 - Your attained age when Your Death Benefit ends or is reduced;
- the new policy may be on any form then customarily offered by Us, excluding term insurance;
- the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefits; and
- the new policy will take effect on the 32nd day after the date Your Death Benefit ends or is reduced; this will be the case regardless of the duration of the Application Period.

5. Maximum Amount of the New Policy

If Your Death Benefit ends due to the end of this Plan or this Plan is amended to end coverage for the class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the Specified Amount of Your Death Benefit that ends under the Plan; less
- the amount of life insurance for which You become eligible under any group policy within 31 days after the date the Death Benefit ends under the Plan; or
- \$10,000.

If Your Death Benefit ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of Your Death Benefit which ends under the Plan.

6. If You Die Within 31 Days After Your Death Benefit Ends

If You die within 31 days after Your Death Benefit ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, We will pay the Beneficiary the amount of Death Benefit that You were entitled to convert less any due and unpaid premium.

This subsection only applies if an application for a new policy for You was not received by Us during the Application Period. We will not pay insurance under both a new policy applied for during the Application Period and this subsection.]

[IX. IF YOU ARE AGE 70 OR OLDER OR RETIRED

- (1) If You are not retired from A.B.C. Company, but are no longer employed and paid for services by A.B.C. Company on a full-time basis, as determined by A.B.C. Company, the Specified Amount will be adjusted as described in item (3) below, on the date You become age 70.
- (2) If You retire from A.B.C. Company the Specified Amount will be adjusted as described in item (3) below, on the date You retire.

However, You may defer this adjustment until the later of:

- (a) the tenth anniversary of the Effective Date of Certificate:
 - (i) if You enrolled in This Plan when You Were 55 or older; and
 - (ii) if You have paid all the Planned Premiums while You were insured under This Plan; or
- (b) Your Normal Retirement Date if You retire prior to such date.

Such deferment as described in (a) and (b) above will continue only if You continue paying Planned Premiums during the period of deferment. If You stop paying Planned Premiums, Your Specified Amount will be adjusted as described in item (3) below, on the date You cease to pay Planned Premiums.

For the purposes of This Plan, if You are retired from A.B.C. Company You will be considered to be on the Payroll Deduction Plan.

- (3) The Specified Amount will equal five times the amount of Your Cash Value, however, in no event will the Specified Amount:
 - (a) exceed Your current Specified Amount; or
 - (b) be less than \$5,000.

Any adjustment in the Specified Amount will automatically adjust the Death Benefit by the same amount, subject to the Minimum Death Benefit (see section titled Payment When You Die).

- (4) While You are employed and paid for services by A.B.C. Company on a full-time basis, as determined by A.B.C. Company, the Specified Amount will not be adjusted.

We reserve the right to delay and/or waive any adjustment.

- (5) See section titled RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE. for the conditions under which a policy is available as a result of any adjustment to the Specified Amount in accordance with the foregoing items 1-4.]

[X. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for You, You may elect to terminate Your Death Benefit and use all or part of Your Cash Surrender Value as a Gross Single Premium for a Paid-up Benefit under this Certificate. If You elect to do this, Your Death Benefit and any benefits provided under any applicable Certificate Rider, (see Certificate Specifications page) will end on the day before You become covered for any Paid-up Benefits. You will receive a new Certificate Specifications page if You elect a Paid-up Benefit. If You elect a Paid-up Benefit, the election cannot be reversed. No dividends are payable with respect to a Paid-Up Benefit.]

[X. PAID-UP BENEFITS – (Continued)]

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 2001 Commissioners Standard Ordinary Table. The interest rate will be an annual minimum rate of 3%, and an expense charge will not be applied.

You may choose the amount of Paid-up Benefit, provided that:

- (1) Your Cash Surrender Value must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount must be at least \$10,000; and
- (3) the amount cannot exceed the amount of Death Benefit for which You were covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of Your Cash Surrender Value that is in excess of the Gross Single Premium used for Your Paid-up Benefit will be returned to You in cash.

Any change in Beneficiary from the Beneficiary You named for Your Death Benefit must be filed with Us.

2. Cash Value

Your Paid-up Benefit has a cash value while You are alive.

The cash value at any time will equal the Net Single Premium at Your attained age for the amount of Your Paid-up Benefit, using the same basis as We used to determine the amount of Paid-up Benefit.

We will pay You the cash value of Your Paid-up Benefit under the same conditions as if You surrender Your Certificate for the full Cash Surrender Value of the Death Benefit (see page 10).

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-up Benefits End

If You request and are paid the cash value, this Certificate and all of Our obligations under it will end. Otherwise, the Paid-up Benefit will continue until Your death and We will pay the Paid-up Benefit to the Beneficiary after We receive Proof of Your death.]

[XI.] GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. [Details on the payment options may be obtained from Us.]

2. Entire Contract

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

- the Group Policy and its Exhibits, which include the Certificate(s);
- the Policyholder's application; and
- the amendments and/or endorsements to the Group Policy.

[XI.] GENERAL PROVISIONS – (Continued)

3. Statements Made By You Which Relate To Insurability

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- the statement is in a Written application or enrollment form,
- You have signed the application or enrollment form; and
- A copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life Insurance after it has been in force for at least 2 years during Your life [unless the statement is fraudulent]. In addition, We will not use such statements to contest an increase or benefit addition to such Insurance after the increase or benefit has been in force for 2 years during Your life [unless the statement is fraudulent].

[In the case of reinstatement of Your Insurance, no such statement made by You during the application for reinstatement will be used at all after such Insurance has been in force prior to the contest and after the reinstatement for a period of two years during the lifetime of a person to whom the statement applies [unless the statement is fraudulent].]

4. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon Your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

[5. Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate and is named as the Applicant Owner on the Certificate Specifications page.

When referring to the rights, title, and interest provided under this Certificate, the terms “You/Your” will mean the Applicant Owner for purposes of such rights, title and interest. The terms “You/Your” will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

An individual or entity may apply for coverage on Your life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) Coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person’s coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.]

[6. Assignment

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment as described below.]

[XI.] GENERAL PROVISIONS – (Continued)

[Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- a Written form satisfactory to Us, affirming this assignment, has been completed;
- the Written form has been Signed by You and the assignee(s);
- the Insurance being assigned is in force;
- the Written form is delivered to Us for recording.

Viatical assignments may only be made after the Insurance being assigned has been in force for 2 years under the Employer's plan. However, You may make a viatical assignment before the end of the 2 year period if as a result of sickness or injury You are expected to die within 6 months. Proof of this must be provided to Us. We may also request an exam by a Physician of Our choice, at Our expense. We are not responsible for the validity of an assignment other than as required by applicable law.]

[7. Suicide

The Death Benefit or Paid-up Benefit will not be paid if You commit suicide, while sane or insane, within 2 years from the Effective Date of Certificate. Instead We will pay the Beneficiary an amount equal to all premiums paid, without interest, less any loan and loan interest and less any Cash Withdrawals. If You commit suicide, while sane or insane, more than 2 years after the Effective Date of Certificate but within 2 years from the effective date of any increase in the Death Benefit, Our liability with respect to such increase will be limited to its cost.]

[8.] Age

If Your Date of Birth is not correct as shown on the Certificate Specifications page, We will adjust the benefits under this Certificate. The adjusted benefits will be those that the sum of the Monthly Deductions taken for the period in force would have provided at the correct age.

[9.] Computation of Rates

[The maximum insurance rates are shown in the section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.]

[10.] Changes In Certificate Cost Factors

Certificate Cost Factors are interest rates, Cost of Insurance rates, expense charges and Administrative Charges. Changes in Certificate Cost Factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Certificate Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Certificate Cost Factors for in-force Certificates will be reviewed at least once every five years to determine whether an adjustment in Certificate Cost Factors should be made.

[XI.] GENERAL PROVISIONS – (Continued)

[11.] [Annual] Reports

[Each year, if there has been an amount in the Cash Value at the end of any of the preceding 12 Certificate Months], We will send You a report showing the current Death Benefit, Net Premiums and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Cash Value [during the past Certificate Year].

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

[We may, at Our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).]

[12.] Right To Change This Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to comply with applicable laws and regulations. Any such change will apply to all Certificates under This Plan. We also will give the Insured Written notice of any such change.

[13.] Illustration of Future Benefits

At any time, We will provide an illustration of the future benefits and values under Your Certificate. You must ask in Writing for this illustration [and pay the service fee set by Us.]

[14.] Conformity with Law

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

[15.] Filing a Claim

Contact Us to obtain a claim form. At that time, We will send the claim form to the Beneficiary of record.

When We receive the completed claim form and Proof, We will review the claim. If We approve the claim, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

A claimant should send Us Proof as soon as is reasonably possible after the death of an Insured.

[XII.] TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

[Attained Age	Monthly Rate	Attained Age	Monthly Rate
17	0.297	56	2.420
18	0.317	57	2.650
19	0.327	58	2.877
20	0.333	59	3.140
21	0.337	60	3.467
22	0.340	61	3.863
23	0.347	62	4.327
24	0.353	63	4.823
25	0.363	64	5.347
26	0.380	65	5.883
27	0.390	66	6.423
28	0.387	67	6.987
29	0.383	68	7.580
30	0.380	69	8.230
31	0.377	70	8.980
32	0.380	71	9.903
33	0.387	72	10.980
34	0.397	73	12.107
35	0.413	74	13.320
36	0.437	75	14.650
37	0.463	76	16.147
38	0.497	77	17.890
39	0.530	78	19.907
40	0.573	79	22.160
41	0.623	80	24.673
42	0.683	81	27.400
43	0.757	82	30.273
44	0.840	83	33.407
45	0.923	84	36.897
46	1.010	85	40.787
47	1.083	86	45.057
48	1.140	87	49.663
49	1.213	88	54.553
50	1.303	89	59.677
51	1.420	90	64.760
52	1.567	91	69.757
53	1.737	92	74.980
54	1.943	93	80.487
55	2.173	94	82.333]

[XIII. NOTICES

This Certificate is of value to You. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

As soon as Your benefits end, You should consult Your Employer if You are paying under the Payroll Deduction Plan or MetLife if You are not paying under the Payroll Deduction Plan to find out what rights, if any, You may have to continue Your protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.

Our Administrative Office is located at 13045 Tesson Ferry Road, St. Louis, MO 63128.]



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

Metropolitan Life Insurance Company ("MetLife") certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy.

The Covered Person named on the Certificate Specifications page is insured on the Effective Date of Certificate.

METROPOLITAN LIFE INSURANCE COMPANY, [

C. Robert C. Henrikson
Chairman, President and Chief Executive Officer]

[Employer: A.B.C. Company
Policyholder: XYZ Bank and Trust Company, Trustee

Group No.: XXXX
Group Policy No.: XXXX

Accelerated Benefits may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this Benefit.

Group Universal Life Insurance

This Certificate includes flexible premiums, adjustable benefits, group life insurance until age [95] and a paid-up benefit option at any time.

Non-Participating

Right to Examine Certificate - Please read this Certificate. You may return this Certificate to Us within 20 days from the date You receive it or within 45 days after the date You enroll for This Plan, whichever period ends later. If You return it within this period, this Certificate will be void from the beginning and We will refund any premiums You have paid.]

NOTICE FOR RESIDENTS OF ARKANSAS

If you have a question concerning your coverage or a claim, first contact the [Employer] or group account administrator. If, after doing so, you still have a concern, you may call the toll free telephone number: 1-XXX-XXX-XXXX.

If you are still concerned after contacting both the [Employer] and MetLife, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, Arkansas 72204
1-800-852-5494

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CERTIFICATE SPECIFICATIONS AS OF [May 1, 2007] - (Continued)

[PLANNED PREMIUM	\$75.00 per month
MINIMUM PREMIUM	\$31.25 per month
GUIDELINE ANNUAL PREMIUM	\$7,287.

* This Certificate will terminate prior to this date if premiums paid are not sufficient to continue this Certificate in force to this date. See Continuation of Insurance, Subsection 5. of section titled Premiums.

** May Be Subject to Reductions. See section titled If The Covered Person Is Age 70 Or Older Or Retired.

THIS CERTIFICATE SPECIFICATIONS PAGE RELATING TO THE BENEFITS UNDER THIS PLAN REPLACES ANY PRIOR CERTIFICATE SPECIFICATIONS PAGE THAT HAS BEEN DELIVERED TO YOU AND SUCH PRIOR CERTIFICATE SPECIFICATIONS PAGE IS VOID.]

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN

This Plan provides Insurance through flexible premium payments. Net Premiums and interest will be credited to the Cash Value. The Cost of Insurance and other charges will be deducted each month from the Cash Surrender Value.

To make this Certificate clear and easy to read, We have left out many cross-references and conditional statements. Therefore, the provisions of the Certificate must be read as a whole. For example, Our payment of the Insurance proceeds [(see page 7)] depends upon the payment of sufficient contributions [(see pages 3-4 and 10-13)].

To exercise Your rights, You should follow the procedures stated in the Certificate. If You want to request a payment, [adjust the death benefit,] change a Beneficiary, change an address or request any other action by Us, You should do so on the forms prepared for each purpose. You can get these forms from [Our Administrative Office].

["Cash Surrender Value" means the Cash Value less:

- (a) any loan and loan interest; and
- (b) any applicable Surrender Charge; and
- (c) any Monthly Deduction which is due and unpaid.

"Cash Value" is the sum of:

- (a) the Net Premiums received minus the Monthly Deductions to the current date; plus
- (b) interest credited to the current date; plus
- (c) the value in the Loan Account.

If You make a Partial Cash Withdrawal, the Cash Value defined above will be reduced by the amount of such withdrawal.

Certificate Years and Certificate Anniversaries are measured from the Plan Anniversary Date. For example, if the Effective Date of Certificate is the same as the Plan Anniversary Date of November 1, 2008, the first Certificate Year ends October 31, 2009. The first Certificate Month ends November 30, 2008, the first Monthly Anniversary is December 1, 2008, and the first Certificate Anniversary is November 1, 2009. If the Effective Date of Certificate is May 1, 2009 and the Plan Anniversary is November 1, 2008, the first Certificate Year ends October 31, 2009. The first Certificate Month ends May 31, 2009, the first Monthly Anniversary is June 1, 2009, and the first Certificate Anniversary is November 1, 2009.

"Change in Family Status," means:

- a change in Your legal marital status such as by marriage, divorce, legal separation, death of Spouse or annulment, (this includes the forming of and dissolution of a Domestic Partnership);
- a change in the number of Your dependents, such as by birth, adoption, placement for adoption, or death of a dependent;
- Your purchase of a home;
- a change in the employment status of You, Your Spouse or Your dependent child, such as beginning or ending employment, strike, lockout, taking or ending a leave of absence, changes in worksite or work schedule, if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance;
- a change of residence of You, Your Spouse or Your dependent child if it causes You, Your Spouse or Your dependent child to gain or lose eligibility for life insurance; and
- Your dependent ceasing to be a Dependent as defined under This Plan; and]

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN – (Continued)

[

- a significant curtailment in Your current option, a significant improvement in an option for which You are not enrolled, a significant increase or decrease in cost for one or more of the options under the Policyholder's plan or a new benefit option under the Policyholder's plan.

Child includes:

- (a) Your natural child;
- (b) a child who is supported solely by You and permanently living in the home of which You are the head;
- (c) a child who is legally adopted; and
- (d) a stepchild (including the child of a Domestic Partner) who lives in Your home.

"Competing Plan" means any other life insurance plan, as determined by Us, which is offered to employees of the Employer and for which a majority of the employees who are eligible under This Plan are eligible.

"Covered Person" means the Insured's Spouse named on the Certificate Specifications page.

"Domestic Partner" means each of two people of the same sex, one of whom is an employee of the Employer, who represent themselves publicly as each other's Domestic Partner and have:

- registered as Domestic Partners or members of a civil union with a government agency or office where such registration is available; or
- submitted a Domestic Partner declaration to the Employer.

The Domestic Partner declaration must be signed by both parties, and establish that:

- each person is 18 years of age or older;
- neither person is married;
- neither person has had another Domestic Partner within **1-24** months prior to the date they enrolled for insurance for the Domestic Partner under This Plan;
- they have shared the same residence for at least **1-24** months prior to the date they enrolled for insurance for the Domestic Partner under This Plan;
- they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
- they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least **1-24** months prior to the date they enrolled for insurance for the Domestic Partner under This Plan, and such commitment is expected to last indefinitely; and
- 2 or more of the following exist as evidence of joint responsibility for basic financial obligations:
 - a joint mortgage or lease;
 - designation of the Domestic Partner as Beneficiary for life insurance or retirement benefits;
 - joint wills or designation of the Domestic Partner as executor and/or primary Beneficiary;
 - designation of the Domestic Partner as durable power of attorney or health care proxy;]

I. DEFINITIONS OF CERTAIN TERMS USED HEREIN – (Continued)

[

- ownership of a joint bank account, joint credit cards or other evidence of joint financial responsibility; or
- other evidence of economic interdependence.

Effective Date of Certificate is the date on which insurance coverage on the Covered Person takes effect.

"Gross Single Premium" means the total premium required to be paid to fund a Paid-up Benefit under the Certificate.

"Loan Account" is the account to which We transfer a portion of the Cash Value that will serve as collateral for the loan.

"Net Premium" means premiums received less any Premium Expense Charges.

"Net Single Premium" means the Gross Single Premium less any other charges for expenses.

"Payroll Deduction Plan" means the procedure for making premium contributions with deductions from Your salary.

"Policyholder" means XYZ Bank and Trust Company, N.A., Trustee.

"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 payment described in this Certificate, Proof must establish:

- (a) the nature and the extent of the loss or condition;
- (b) Our obligation to pay the claim; and
- (c) 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.

"Spouse" means Your lawful Spouse. This term also includes Your Domestic Partner. The term does not include any person who:

- is in the military or like forces of any country or of any subdivision of any country; or
- is insured under This Plan as an employee of the Employer.

"This Plan" means the Group Universal Life Insurance Plan for employees of the Employer provided under the Group Policy issued by Us to the Policyholder.

"We", "Us" and "Our" mean Metropolitan Life Insurance Company ("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 Insured named on the Certificate Specifications page.]

II. PAYMENT WHEN THE COVERED PERSON DIES

1. Coverage

If the Covered Person dies before [the earlier of] the Final Date of Certificate [and the date You elect Paid-up Benefits,] We will pay:

The Death Benefit in effect on the Covered Person's life at the time of death;

MINUS

Any loan and loan interest;

MINUS

Any due and unpaid Monthly Deductions accruing during a Grace Period;

to the Beneficiary after We receive Proof of the Covered Person's death and a proper Written claim.

2. Death Benefit

[The Death Benefit is either (a) or (b) below, but in no event less than the Minimum Death Benefit. The option chosen is set forth on the Certificate Specifications page.

- (a) Option A: The amount of Death Benefit is fixed at the Specified Amount set forth on the Certificate Specifications page, subject to any Partial Cash Withdrawal You may have taken (see page 9). It is composed of two parts - Insurance and the Cash Value. The amount of Insurance varies depending upon the Cash Value. To determine the amount of Insurance You subtract the Cash Value from the amount of Death Benefit.
- (b) Option B: The amount of Death Benefit varies. It is composed of two parts - Insurance and the Cash Value. The amount of Insurance is fixed at the Specified Amount set forth on the Certificate Specifications page regardless of the Cash Value. The Cash Value is added to the amount of Insurance to determine the amount of Death Benefit.]

3. Minimum Death Benefit

In no event will the Death Benefit be less than the amounts described below, nor will the Death Benefit be less than the minimum amount needed for this Certificate to qualify as life insurance under federal income tax law and Internal Revenue Service Rules which apply.

<u>[Your Age on the Date of Death]</u>	<u>Minimum Death Benefit as a Percentage of the Cash Value</u>
40 or younger	250%
45	215
50	185
55	150
60	130
65	120
70	115
75	105
80	105
85	105
90	105
95 or older	100]

II. PAYMENT WHEN THE COVERED PERSON DIES – (Continued)

[The Minimum Death Benefit will decrease uniformly within the age ranges shown. “Your Age on the Date of Death” means the Covered Person’s age at last birthday as of the beginning of the Certificate Year.]

4. Death Benefit Adjustment

[At any time after the first Certificate Year while this Certificate is in force, You may change the Death Benefit option or change (either increase or decrease) the Specified Amount, in accordance with the terms of This Plan on a date determined by the Employer, subject to the following:

- (a) In the event of a change in the Death Benefit option, We will change the Specified Amount as needed so that on the effective date of the change the amount of the Death Benefit will remain the same. Evidence of insurability may be required.
- (b) The Specified Amount may not be reduced to less than \$5,000.
- (c) For any change which would increase the Specified Amount, You must provide evidence of the Covered Person’s insurability satisfactory to Us.
- (d) A request for a change in the Specified Amount will take effect on the first of the month which coincides with or next follows:
 - (1) if evidence of insurability is required, the date We approve the request; or
 - (2) if evidence of insurability is not required, the date of the request.
- (e) We will provide a Written notice confirming this change. We may require that You send Us this Certificate to make the change.

Federal regulatory requirements potentially impact adjustments to the Specified Amount. In that circumstance We will notify You of Your options. We may return that portion of the Cash Value needed to meet those requirements.]

III. MONTHLY DEDUCTION

The deduction for any Certificate Month is the sum of the following amounts, determined as of the beginning of that month.

- The monthly cost of the Insurance (See Cost of Insurance [below]).
- Any Administration Charges.
- The monthly cost of any benefits provided by riders.]

[However, in certain instances the Monthly Deduction for a Certificate Month may not occur until a day up to 90 days after the start of that Certificate Month.]

Interest Rate

The interest credited to the Cash Value for a specific month will be at an effective annual rate not less than the Guaranteed Interest Rate shown on the Certificate Specifications page.

[We may declare rates of interest in excess of the Guaranteed Interest Rate entry shown on the Certificate Specifications page.]

Once interest is credited, that interest will become part of the Cash Value from which Monthly Deductions are made. [The Monthly Deduction will be charged against the most recent premiums paid and interest credited thereto.]

III. MONTHLY DEDUCTION – (Continued)

Cost of Insurance

The Cost of the Insurance for any Certificate Month is equal to the monthly insurance rate multiplied by each \$1,000 of Your Death Benefit less the Cash Value. Monthly insurance rates will be set by Us from time to time. But these rates will never be more than the maximum rates shown in the section titled Table of Guaranteed Maximum Rates For Each \$1,000 of Insurance.

IV. PAYMENTS DURING THE COVERED PERSON'S LIFETIME

1. Payment on Final Date of Certificate

If the Covered Person is alive on the Final Date of Certificate [,and You do not ask Us in Writing, prior to the Final Date, to continue the Certificate,] We will pay You the Cash Surrender Value. Coverage under this Certificate will then end.

[You may ask Us in Writing to continue this Certificate after the Final Date, provided such request is received prior to the Final Date. If You do, the Death Benefit will be equal to the Cash Value. The Insurance proceeds will equal the Death Benefit minus any outstanding Certificate loan and loan interest.]

2. Surrender of Certificate

We will pay You all of the Cash Surrender Value after [We receive] Your request, in a format acceptable to Us, to surrender Your Certificate at [Our Administrative Office]. The Cash Surrender Value will be determined [as of the date We receive Your request]. If You request and are paid the full Cash Surrender Value, this Certificate and all of Our obligations under it will end. We may require that You return this Certificate with Your request before We pay You the full Cash Surrender Value.

3. Partial Cash Withdrawal

[At any time You may request a Partial Cash Withdrawal. One Partial Cash Withdrawal per month may be taken] as long as the Partial Cash Withdrawal does not exceed the Maximum Partial Cash Withdrawal. Each Partial Cash Withdrawal must be at least [\$200]. We will pay You the Partial Cash Withdrawal upon receipt of Your request at [Our Administrative Office]. The available Cash Surrender Value will be determined [as of the date We receive Your request]. When a Partial Cash Withdrawal is made, We will reduce the Cash Surrender Value by the amount of the Partial Cash Withdrawal.

The Maximum Partial Cash Withdrawal at any time is the Cash Surrender Value [less twice the amount of the Monthly Deduction] just prior to the Partial Cash Withdrawal.

[Each Partial Cash Withdrawal is subject to an Administrative Charge equal to the lesser of \$25.00 or 2% of the amount of the Partial Cash Withdrawal.]

[If Option A is in effect, the Specified Amount will automatically be reduced by the sum of the amounts above. If the Specified Amount would be reduced to less than \$5,000, or to a level where the premiums already paid would exceed then current Internal Revenue Limits, We will contact You to determine if You want to cancel the request, withdraw a smaller amount, or surrender the Certificate.]

[4. Surrender Charges

If, within the first 5 Certificate Years, You surrender this Certificate or this Certificate ends because the Grace Period expires, We will deduct a Surrender Charge from the Cash Value. The Maximum Surrender Charge is stated in the Certificate Specifications page.

The Surrender Charge will be the total of:

26.65% of the premiums paid up to one Guideline Annual Premium

PLUS]

IV. PAYMENTS DURING THE COVERED PERSON'S LIFETIME – (Continued)

[5.65% of the premiums paid which are greater than one Guideline Annual Premium, but will not exceed the Maximum Surrender Charge stated in the Certificate Specifications page.]

[5.] Loan

You may get cash by taking a loan upon assignment of the Certificate as sole security. If there is an existing loan, You can increase it.

The maximum amount available for a new or increased loan will be [85% of the Cash Surrender Value.]

The smallest amount You can borrow at any one time is [\$200.]

Loan interest is charged daily [at the rate of 8% a year, and is due at the end of each Certificate Year.] Interest not paid will be added to the loan principal. It will be added as of the due date and will be charged interest at the same rate as the rest of the loan. It will be deducted from the Cash Value and will be transferred to the Loan Account. The amount transferred will be treated as an increase in the loan.

[6.] Loan Repayment

[You may repay all or part of a loan at any time while the Insured is alive and this Certificate is in force. You must tell [Us] when You make a payment if the payment is intended as a loan repayment rather than a premium payment. A loan repayment may not be made through the Payroll Deduction Plan. When loan principal repayments are received, a corresponding amount will be transferred from the Loan Account to the Cash Value].

[7.] Effect of a Loan on the Cash Value

When a loan is made, an amount equal to the loan will be transferred from the Cash Value to a Loan Account within the General Account.

Amounts in the Loan Account will be credited with interest [at a rate We set but never less than 3%.] Interest credited to amounts in the Loan Account will be allocated at least once a year to the Cash Value.

[8.] Deferment

We may defer paying a cash withdrawal value or the Cash Surrender Value for up to 6 months from the date [We receive] a request for payment. If We delay for [30] days or more, interest will be paid at a rate not less than [3%] a year.

We may delay making a loan, except for a loan to pay a premium to Us, for up to 6 months from the date You request the loan.

V. PREMIUMS

1. Payments

[Premium contributions for this Certificate will be payable each month under the Payroll Deduction Plan. Under this plan, premium contributions will be sent to Us monthly by the Employer. These payments will be made with deductions from Your salary. However, You may be considered to be on the Payroll Deduction Plan under procedures, which are agreed upon by Us, and Your Employer.]

V. PREMIUMS – (Continued)

[This Payroll Deduction Plan procedure will end for You if:

- (a) Your employment ends; or
- (b) The Employer sends Us a Written request to end this procedure for You; or
- (c) This Plan ends or is changed to end the benefits for the class or classes of employees of which You are a member.

If this procedure ends for You while Your Insurance is in force, further premium contributions will be payable directly to Us based on Your new classification and according to the mode of premium payments that has been selected. See section titled Termination/Portability.]

The amount of Your premium contributions may be changed from time to time.

Other premiums may be paid at any time while the Insurance is in force and before the Final Date of Certificate and in any amount, subject to the limits described below.

[If You are not paying under the Payroll Deduction Plan, We will send You premium notices.]

If the Cash Value is large enough to keep Your Insurance in force You may skip premium contributions or change their frequency and amount. [However, the flexibility of premium contributions may be restricted when You retire. See section titled If The Covered Person Is Age 70 Or Older Or Retired.]

2. Limits

The first premium may not be less than the Planned Premium shown on the Certificate Specifications page.

Each premium payment other than a Planned Premium must be at least [\$50]. We may change this minimum payment limit. No change will take effect until 90 days after notice is sent.

[We reserve the right not to accept a premium payment other than a Planned Premium for up to 6 months from the date a Partial Cash Withdrawal is paid to You, except We will accept a premium payment required to keep the Insurance in force.]

The total premiums paid in a Certificate Year may not exceed the maximum We set for that year. When We set the maximum for total premiums paid in a Certificate Year, We will take account of requirements in federal legislation. We will return to You any premiums paid in a Certificate Year which exceed the maximum.

3. Grace Period

[If You are paying under the Payroll Deduction Plan and if the sum of the Cash Surrender Value on any Monthly Anniversary plus the Planned Premiums deducted from Your salary for that month is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.]

[If You are not paying under the Payroll Deduction Plan and if the Cash Surrender Value on any Monthly Anniversary is less than the Monthly Deduction for that month, there will be a Grace Period of 62 days after that anniversary to pay an amount that will cover the Monthly Deduction. We will send You and any assignee on Our records at last known addresses a notice of the Grace Period.

If We do not receive a sufficient amount by the end of the Grace Period, Your Certificate will then end without value.

If You die during the Grace Period, We will pay the Death Benefit minus any loan and loan interest and minus any overdue Monthly Deduction.]

V. PREMIUMS – (Continued)

4. Reinstatement

If the Grace Period has ended and You have not paid an amount that will cover the Monthly Deduction, You may request that this [coverage] be reinstated while You are alive provided:

- (a) You have not surrendered this Certificate for its Cash Surrender Value; and
- (b) This Plan has not ended; and
- [(c) You have not elected a Paid-up Benefit under this Certificate; and
- (d) You ask for reinstatement within 3 years after the end of the Grace Period; and
- (e) You provide evidence of Your insurability satisfactory to Us; and
- (f) You pay the Monthly Deductions due through the end of the Grace Period plus the next 2 Monthly Deductions.]

When You ask for reinstatement We will tell You the minimum amount You are required to pay to reinstate Your [coverage]. We will also tell You what the Cash Value and Cash Surrender Value will be at the date of reinstatement.

[If Your reinstatement occurs during the first 2 Certificate Years and You have not made any loans or Partial Cash Withdrawals, the minimum amount required by Us will be the Minimum Premium required as of that date less the premiums You have already paid. Otherwise, the minimum amount required by Us will be an amount such that the Cash Surrender Value at the date of reinstatement is sufficient to keep the coverage in force for at least 2 months after the date of reinstatement.

The Cash Surrender Value at the time of reinstatement will be based on the Cash Surrender Value at the start of the Grace Period less the Monthly Deductions through the end of the Grace Period and the premium paid at reinstatement. Any Surrender Charge will be based on the date of reinstatement, the date of any increase in Specified Amount for which You provided evidence of Your insurability satisfactory to Us and the premiums paid.

The effective date of the reinstated coverage will be the Monthly Anniversary on or next following the date We approve the request.]

5. Continuation of Insurance

[If the Planned Premiums are not paid periodically as planned, the Insurance will remain in force as long as the Cash Surrender Value is sufficient to cover the Monthly Deduction. However, the Insurance will not continue beyond the Final Date of Certificate.]

On any Monthly Anniversary when the Cash Surrender Value is less than the Monthly Deduction for that month, the Grace Period provision will apply [; except, during the first 2 Certificate Years, Your Certificate will remain in force if the total premiums You have paid as of that Monthly Anniversary are equal to the Minimum Premiums required as of that date and no Partial Cash Withdrawals or loans have been taken.]

If the Covered Person is living on the Final Date of Certificate and the Insurance is then in force, We will pay You the Cash Surrender Value [unless We receive Your request, prior to the Final Date of Certificate, to continue the Covered Person's coverage under this Certificate. If We receive such request We will:

- (a) continue the Covered Person's Certificate with a Death Benefit equal to the Cash Surrender Value;
- (b) pay You the Cash Surrender Value when You request it, or pay Your Beneficiary after We receive Proof of the Covered Person's death;]

V. PREMIUMS – (Continued)

[(c) stop the following deductions as of the Final Date of Certificate:

- (i) the monthly cost of the Insurance;
- (ii) any Administration Charge; and
- (iii) the monthly cost of any riders.]

The Planned Premium shown on the Certificate Specifications page may not provide coverage to the Final Date of Certificate. The period for which coverage will continue will be affected by:

- (a) the amount, time and frequency of premium payments;
- (b) changes in the Specified Amount [and Death Benefit option;]
- (c) changes in interest credits and the Cost of Insurance;
- (d) changes in applicable Charges, but not to exceed any maximum charge specified[;]
- (e) any Partial Cash Withdrawals or loans under this Certificate[; and
- (f) deductions for additional riders.]

VI. TERMINATION/PORTABILITY

1. When the Covered Person's Death Benefit Ends

Your Certificate will no longer be in force on the earliest of the following:

- a. the date You surrender Your Certificate and We pay You the Cash Surrender Value, if any;
- b. the date of the Covered Person's death;
- c. the Final Date of Certificate;
- d. the date the Cash Surrender Value is not sufficient to cover the Monthly Deduction and the Grace Period has ended;
- [e. the date the Spouse ceases to be a Spouse as defined in the section titled DEFINITIONS OF CERTAIN TERMS USED HEREIN;
- f. the date the Cash Surrender Value is not sufficient to cover the collateral for the Loan Account and the Grace Period has ended;
- g. the date the Employer ends its participation in This Plan;
- h. the date This Plan is changed to end coverage for the class or classes of employees of which You are a member;
- i. the date MetLife ends This Plan pursuant to the following.

We reserve the right to terminate This Plan if any one of the following occurs:

- (1) during any one year period This Plan is in effect, the total of the Specified Amounts in effect for all participating employees of the Employer is diminished by more than 15%; or
- (2) if the Employer is providing a Competing Plan to eligible employees of This Plan; or]

VI. TERMINATION/PORTABILITY – (Continued)

[(3) if the total number of employees participating in This Plan falls below 20% of the total number of employees eligible to participate in This Plan.

In the event We decide to exercise Our right to terminate This Plan, We will provide 90 days notice to the Employer, the Policyholder and all Certificateholders. For existing Certificateholders, see Portability Option provision below and the section titled Premiums.]

[If This Plan ends for any reason and there is a Competing Plan, the Covered Person's Death Benefit will end if You are participating in the Payroll Deduction Plan. In this event, We reserve the right to pay You or the succeeding carrier, over a period of the next 5 years, the Cash Surrender Value of Your Certificate divided into annual (or more frequent) installments. If the payout is delayed in excess of 30 days, We will credit interest on any unpaid balance at a rate of not less than 3% per annum.]

2. Portability Option

You are eligible to continue the Covered Person's Insurance if:

- a. This Plan ends and there is no Competing Plan; or
- b. Your employment with the Employer ends; or
- c. Coverage for the class or classes of employees of which You are a member ends and there is no Competing Plan; or
- d. You are no longer in a class which remains eligible for Death Benefits for the Covered Person; or
- e. You retire; or
- f. You have not elected Paid-up Benefits, and
- g. Your Certificate has been in force for more than 2 years since the Effective Date of Certificate.]

In such event, We will automatically continue Your Insurance on the terms and conditions described in this Certificate, unless We are notified by You to the contrary.

When We continue Your Insurance under the Portability Option the following will occur:

- 1. You will have to pay [Us] directly for Your Insurance [either on a monthly, quarterly, semi-annual, or annual] basis.
- 2. [We] will bill You directly according to the payment frequency You choose.
- 3. We will reduce Your Cash Value, if any, by Your Monthly Deduction.
- 4. Your payments may be changed as a result of a change in premium rates.
- 5. The Administrative Charge may increase.

Your Insurance under the Portability Option will end on the earliest of the dates specified in items a [-i] above under When The Covered Person's Death Benefit Ends.

VII. BENEFICIARY

1. Beneficiary

The "Beneficiary" is the person or persons You chose to receive any benefit payable because of the Covered Person's death.

You make the choice in Writing on a form approved by Us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with [Us]. You do not need the consent of the Beneficiary to make a change. When [We receive] a form changing the Beneficiary, the change will take effect as of the date You signed it. The change of Beneficiary will take effect even if the Covered Person is not alive when it is received.

A change of Beneficiary will not apply to any payment made by Us prior to the date the form was received by [Us].

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE will be effective for This Plan as well.

2. More Than One Beneficiary

If, when the Covered Person dies, more than one person is the Beneficiary, they will share in the benefits equally, unless You have chosen otherwise.

3. Death of a Beneficiary

A person's rights as a Beneficiary end [if:

- (a) that person dies before the Covered Person's death occurs; or
- (b) that person dies at the same time the Covered Person's death occurs; or
- (c) that person dies within 24 hours of the Covered Person's death.]

The share for that person will be divided among the surviving persons You have named as Beneficiary, unless You have chosen otherwise.

4. No Beneficiary at the Covered Person's Death

If there is no Beneficiary at the Covered Person's death for any amount of benefits payable because of the Covered Person's death, that amount will be [paid to You, if still living, otherwise to Your estate. However, We may instead pay all or part of that amount to one or more of the following persons who are related to the Covered Person and who survive the Covered Person:

- (a) child;
- (b) parent;
- (c) siblings.]

Any payment will discharge Our liability for the amount so paid.

**[VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE**

1. General Description

If the Covered Person's Death Benefit ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of the Covered Person's insurability will not be required.

2. When You Will Have the Option to Convert

You will have the option to convert when:

- the Covered Person's Death Benefit ends because:
 - the Plan ends provided the Covered Person's Death Benefit under This Plan has been in effect for 5 years; or
 - This Plan is amended to end Death Benefits for an eligible class of which You are a member, provided the Covered Person's Death Benefit under This Plan has been in effect for at least 5 years; and
 - You did not accept the Portability Option (see section titled Termination/Portability.)
- the Covered Person's Death Benefit is reduced:
 - on or after the date You attain age **60-80** in any increment or series of increments aggregating 20% or more of the amount of Your Death Benefit in effect before the first reduction due to Your age;
 - because You change from one eligible class to another; or
 - due to an amendment of the Plan.

If You opt not to convert a reduction in the amount of the Covered Person's Death Benefit as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of the Covered Person's Death Benefit as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

The Covered Person will have the option to convert when the Covered Person's Death Benefit ends because:

- the Spouse ceases to be a Spouse as defined in the section titled Definitions Of Certain Terms Used Herein; or
- You die.

3. Application Period

If You opt to convert the Covered Person's Death Benefit for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date the Covered Person's Death Benefit ends or is reduced, the Application Period begins on the date that such Death Benefit ends or is reduced and expires 31 days after such date.]

**[VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE - (Continued)**

If You are given Written notice of the option to convert more than 15 days after the date the Covered Person's Death Benefit ends or is reduced, the Application Period begins on the date such Death Benefit ends or is reduced and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date the Covered Person's Death Benefit ends or is reduced.

4. Option Conditions

The option to convert is subject to these conditions:

- Our receipt within the Application Period of:
 - Your Written application for the new policy; and
 - the premium due for such new policy;
- the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance;
 - the Covered Person's class of risk; and
 - the Covered Person's attained age when the Covered Person's Death Benefit ends or is reduced;
- the new policy may be on any form then customarily offered by Us, excluding term insurance;
- the new policy will be issued without an accidental death and dismemberment benefit, a continuation benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefits; and
- the new policy will take effect on the 32nd day after the date the Covered Person's Death Benefit ends or is reduced; this will be the case regardless of the duration of the Application Period.

5. Maximum Amount of the New Policy

If the Covered Person's Death Benefit ends due to the end of this Plan or this Plan is amended to end coverage for the class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the Specified Amount of the Covered Person's Death Benefit that ends under the Plan; less
- the amount of life insurance for which You become eligible under any group policy within 31 days after the date the Death Benefit ends under the Plan; or
- \$10,000.

If the Covered Person's Death Benefit ends for any other reason or is reduced, the maximum amount of insurance that You may elect for the new policy is the amount of the Covered Person's Death Benefit which ends under the Plan.]

**[VIII. RIGHT TO OBTAIN A PERSONAL
POLICY OF LIFE INSURANCE ON THE COVERED PERSON'S LIFE - (Continued)**

6. If the Covered Person Dies Within 31 Days After the Covered Person's Death Benefit Ends

If the Covered Person dies within 31 days after the Covered Person's Death Benefit ends, Proof of the Covered Person's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, We will pay the Beneficiary the amount of Death Benefit that the Covered Person was entitled to convert less any due and unpaid premium.

This subsection only applies if an application for a new policy for the Covered Person was not received by Us during the Application Period. We will not pay insurance under both a new policy applied for during the Application Period and this subsection.]

[IX. IF THE COVERED PERSON IS AGE 70 OR OLDER OR YOU ARE RETIRED

If You are not retired from A.B.C. Company, but are no longer employed and paid for services by A.B.C. Company on a full-time basis, as determined by A.B.C. Company, the Covered Person's Specified Amount will be reduced to five times the amount of the Cash Value, on the date the Covered Person becomes age 70 provided that in no event will the Covered Person's Specified Amount:

- (a) exceed Your current Specified Amount; or
- (b) be less than \$5,000.

Any adjustment in the Specified Amount will automatically adjust the Death Benefit by the same amount, subject to the Minimum Death Benefit (see section titled Payment When The Covered Person Dies).

While You are employed and paid for services by A.B.C. Company on a full-time basis, as determined by A.B.C. Company, the Covered Person's Specified Amount will not be adjusted.

We reserve the right to delay and/or waive any adjustment.]

[X. PAID-UP BENEFITS

1. Coverage

At any time while This Plan is in effect for You, You may elect to terminate the Covered Person's Death Benefit and use all or part of the Cash Surrender Value as a Gross Single Premium for a Paid-up Benefit under this Certificate. If You elect to do this, benefits provided under any applicable Certificate Rider, (see Certificate Specifications page) will end on the day before the Covered Person becomes covered for any Paid-up Benefits. You will receive a new Certificate Specifications page if You elect a Paid-up Benefit. If You elect a Paid-up Benefit, the election cannot be reversed. No dividends are payable with respect to a Paid-Up Benefit.

The maximum rates used to determine the Gross Single Premium for a Paid-up Benefit will be based on the 2001 Commissioners Standard Ordinary Table. The interest rate will be an annual minimum rate of 3%, and an expense charge will not be applied.

You may choose the amount of Paid-up Benefit, provided that:

- (1) the Covered Person's Cash Surrender Value must be sufficient to cover the Gross Single Premium required for the amount chosen; and
- (2) the amount must be at least \$10,000; and]

[X. PAID-UP BENEFITS – (Continued)]

- (3) the amount cannot exceed the amount of Death Benefit for which the Covered Person was covered under This Plan immediately before electing a Paid-up Benefit.

Any amount of the Covered Person's Cash Surrender Value that is in excess of the Gross Single Premium used for the Covered Person's Paid-up Benefit will be returned to You in cash.

Any change in Beneficiary from the Beneficiary You named for the Covered Person's Death Benefit must be filed with Us.

2. Cash Value

The Covered Person's Paid-up Benefit has a cash value while the Covered Person is alive.

The cash value at any time will equal the Net Single Premium at the Covered Person's attained age for the amount of the Covered Person's Paid-up Benefit, using the same basis as We used to determine the amount of Paid-up Benefit.

We will pay You the cash value of the Covered Person's Paid-up Benefit under the same conditions as if You surrender Your Certificate for the full Cash Surrender Value of the Death Benefit (see page 9).

You will not be permitted to obtain cash by taking a Partial Cash Withdrawal or a loan.

3. When Paid-up Benefits End

If You request and are paid the cash value, this Certificate and all of Our obligations under it will end. Otherwise, the Paid-up Benefit will continue until the Covered Person's death and We will pay the Paid-up Benefit to the Beneficiary after We receive Proof of the Covered Person's death.]

[XI. TERMINATION OF MARRIAGE OR YOUR DEATH]

If Your marriage to the Covered Person ends while the Covered Person is still covered for an amount of insurance, We will pay You the Cash Surrender Value (see page 5). Coverage under this Certificate will end. If You die while the Covered Person is still covered for an amount of Insurance, We will pay Your estate the Cash Surrender Value (see page 5). Coverage under this Certificate will end. In the event of termination of marriage or Your death, the Covered Person may make written request to remain insured under this Plan. If such request is made We will issue a Certificate to the Covered Person setting forth the applicable benefits.]

[XII.] GENERAL PROVISIONS

1. Optional Types of Payment

Payments which are provided under this Certificate may be made in other than a lump sum. [Details on the payment options may be obtained from Us.]

2. Entire Contract

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

- the Group Policy and its Exhibits, which include the Certificate(s);
- the Policyholder's application; and
- the amendments and/or endorsements to the Group Policy.

[XII.] GENERAL PROVISIONS – (Continued)

3. Statements Made By You and/or the Covered Person Which Relate To Insurability

Any statement made by You and/or the Covered Person will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- the statement is in a Written application or enrollment form,
- You (and the Covered Person, if required) have signed the application or enrollment form; and
- A copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your and/or the Covered Person's statements which relate to insurability to contest life Insurance after it has been in force for at least 2 years during the Covered Person's life [unless the statement is fraudulent]. In addition, We will not use such statements to contest an increase or benefit addition to such Insurance after the increase or benefit has been in force for 2 years during the Covered Person's life [unless the statement is fraudulent].

[In the case of reinstatement of Your Insurance, no such statement made by You and/or the Covered Person during the application for reinstatement will be used at all after such Insurance has been in force prior to the contest and after the reinstatement for a period of two years during the lifetime of a person to whom the statement applies [unless the statement is fraudulent].]

4. Certificate

If the Group Policy is amended by changes which affect the description of the essential features of insurance contained in this Certificate, a supplement to this Certificate or a revised Certificate reflecting such changes will be issued. In addition, if benefits described in this Certificate are changed upon Your request, a new Certificate Specifications page or a Certificate Rider, or a revised Certificate reflecting such change will be issued. This Certificate supersedes and replaces any previously issued Certificates.

[5. Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate and is named as the Applicant Owner on the Certificate Specifications page.

When referring to the rights, title, and interest provided under this Certificate, the terms "You/Your" will mean the Applicant Owner for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Insured person for purposes of identifying the employee under This Plan.

An individual or entity may apply for coverage on the Covered Person's life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) Coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and the Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person's coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.]

[XII.] GENERAL PROVISIONS – (Continued)

[6. Assignment]

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment as described below.

Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Insured person for purposes of identifying the employee under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- a Written form satisfactory to Us, affirming this assignment, has been completed;
- the Written form has been Signed by You and the assignee(s);
- the Insurance being assigned is in force;
- the Written form is delivered to Us for recording.

Viatical assignments may only be made after the Insurance being assigned has been in force for 2 years under the Employer's plan. However, You may make a viatical assignment before the end of the 2 year period if as a result of sickness or injury You are expected to die within 6 months. Proof of this must be provided to Us. We may also request an exam by a Physician of Our choice, at Our expense. We are not responsible for the validity of an assignment other than as required by applicable law.]

[7. Suicide]

The Death Benefit or Paid-up Benefit will not be paid if the Covered Person commits suicide, while sane or insane, within 2 years from the Effective Date of Certificate. Instead We will pay the Beneficiary an amount equal to all premiums paid, without interest, less any loan and loan interest and less any Cash Withdrawals. If the Covered Person commits suicide, while sane or insane, more than 2 years after the Effective Date of Certificate but within 2 years from the effective date of any increase in the Death Benefit, Our liability with respect to such increase will be limited to its cost.]

[8.] Age

If the Covered Person's Date of Birth is not correct as shown on the Certificate Specifications page, We will adjust the benefits under this Certificate. The adjusted benefits will be those that the sum of the Monthly Deductions taken for the period in force would have provided at the correct age.

[9.] Computation of Rates

[The maximum insurance rates are shown in the section titled TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE.]

[10.] Changes In Certificate Cost Factors

Certificate Cost Factors are interest rates, Cost of Insurance rates, expense charges and Administrative Charges. Changes in Certificate Cost Factors will be by class and based on changes in future expectations for such elements as investment earnings, mortality, persistency, expenses and taxes. Any change in Certificate Cost Factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which the Group Policy is delivered. Certificate Cost Factors for in-force Certificates will be reviewed at least once every five years to determine whether an adjustment in Certificate Cost Factors should be made.

[XII.] GENERAL PROVISIONS – (Continued)

11.] [Annual] Reports

[Each year, if there has been an amount in the Cash Value at the end of any of the preceding 12 Certificate Months], We will send You a report showing the current Death Benefit, Net Premiums and Cash Value for this Certificate.

It will also show the amount and type of credits to and deductions from the Cash Value [during the past Certificate Year].

The report will also include any other information required by the insurance supervisory official of the jurisdiction in which this Certificate is delivered.

[We may, at Our option, provide reports more frequently than on an annual basis (e.g., semi-annually or quarterly).]

12.] Right To Change This Certificate

We reserve the right to make changes in this Certificate or any Certificate Riders in order to comply with applicable laws and regulations. Any such change will apply to all Certificates under This Plan. We also will give the Insured Written notice of any such change.

13.] Illustration of Future Benefits

At any time, We will provide an illustration of the future benefits and values under Your Certificate. You must ask in Writing for this illustration [and pay the service fee set by Us.]

14.] Conformity with Law

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

15.] Filing a Claim

Contact Us to obtain a claim form. At that time, We will send the claim form to the Beneficiary of record.

When We receive the completed claim form and Proof, We will review the claim. If We approve the claim, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

A claimant should send Us Proof as soon as is reasonably possible after the death of an Insured.

[XIII.] TABLE OF GUARANTEED MAXIMUM RATES FOR EACH \$1,000 OF INSURANCE

Attained Age	Monthly Rate	Attained Age	Monthly Rate
17	0.297	56	2.420
18	0.317	57	2.650
19	0.327	58	2.877
20	0.333	59	3.140
21	0.337	60	3.467
22	0.340	61	3.863
23	0.347	62	4.327
24	0.353	63	4.823
25	0.363	64	5.347
26	0.380	65	5.883
27	0.390	66	6.423
28	0.387	67	6.987
29	0.383	68	7.580
30	0.380	69	8.230
31	0.377	70	8.980
32	0.380	71	9.903
33	0.387	72	10.980
34	0.397	73	12.107
35	0.413	74	13.320
36	0.437	75	14.650
37	0.463	76	16.147
38	0.497	77	17.890
39	0.530	78	19.907
40	0.573	79	22.160
41	0.623	80	24.673
42	0.683	81	27.400
43	0.757	82	30.273
44	0.840	83	33.407
45	0.923	84	36.897
46	1.010	85	40.787
47	1.083	86	45.057
48	1.140	87	49.663
49	1.213	88	54.553
50	1.303	89	59.677
51	1.420	90	64.760
52	1.567	91	69.757
53	1.737	92	74.980
54	1.943	93	80.487
55	2.173	94	82.333]

[XIV. NOTICES

This Certificate is of value to You. It should be kept in a safe place. Your Beneficiary should know where the Certificate is kept.

No agent has the authority to accept or to waive the required Proof of a claim.

As soon as the Covered Person's benefits end, You should consult Your Employer if You are paying under the Payroll Deduction Plan or MetLife if You are not paying under the Payroll Deduction Plan to find out what rights, if any, You may have to continue the Covered Person's protection.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.

Our Administrative Office is located at 13045 Tesson Ferry Road St. Louis, MO 63128.]



Metropolitan Life Insurance Company
[New York, New York]

CERTIFICATE RIDER

Group Policy No.: [XXXXXX]

[Policyholder: AnyCompany]

Effective Date: [April 1, 1999]

The certificate is changed as follows:

GENERAL PROVISIONS section:

[The Assignment Provision is [replaced] as follows:

“Assignment

You may assign Your rights, title and interest under this Certificate as a gift or as a viatical assignment as described below. Once assigned, when referring to the rights, title, and interest provided under this Certificate, the term "You/Your" will mean the assignee(s) for purposes of such rights, title and interest. The terms "You/Your" will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.

We will recognize the assignee(s) under such assignment as owner(s) of Your rights, title and interest in this Certificate if:

- a Written form satisfactory to Us, affirming this assignment, has been completed;
- the Written form has been Signed by You and the assignee(s);
- the Insurance being assigned is in force;
- the Written form is delivered to Us for recording.

Viatical assignments may only be made after the Insurance being assigned has been in force for 2 years under the Employer's plan. However, You may make a viatical assignment before the end of the 2 year period if as a result of sickness or injury You are expected to die within 6 months. Proof of this must be provided to Us. We may also request an exam by a Physician of Our choice, at Our expense. We are not responsible for the validity of an assignment other than as required by applicable law.”]

The following provision is added to the certificate:

[“Applicant Owner

The Applicant Owner is the sole owner of all rights, title and interest under this Certificate [and is named as the Applicant Owner on the Certificate Specifications page.]

When referring to the rights, title, and interest provided under this Certificate, the terms “You/Your” will mean the Applicant Owner for purposes of such rights, title and interest. The terms “You/Your” will continue to mean the Covered Person for purposes of identifying the life insured under This Plan.]

[An individual or entity may apply for coverage on Your life as an Applicant Owner under this Certificate provided the following conditions are met:

- 1) coverage has been applied for on a Written form satisfactory to Us that has been Signed by the Applicant Owner and the Covered Person; and
- 2) No one else is an Applicant Owner and there is no assignee under this Certificate with respect to this Covered Person's coverage.

We are not responsible for the validity of an Applicant Owner designation other than as required by applicable law.”]

This rider is to be attached to and made a part of the Certificate.

SERFF Tracking Number: META-126631752 State: Arkansas
Filing Company: Metropolitan Life Insurance Company State Tracking Number: 45707
Company Tracking Number: S10-3 SH
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: GUL Certificates & Certificate Rider
Project Name/Number: GUL Certificates & Certificate Rider/S10-3 SH

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

The required Guaranty Association Notice will be provided at the time a policy/contract is issued.

The required Consumer Information Notice is a part of each certificate on the Forms Schedule. It is prior to the Table of Contents.

Attachments:

R & R 19 Certification.pdf

Readability Certification.pdf

Item Status:

Status

Date:

Satisfied - Item: Application

Comments:

Application form 33910 (3/03) approved 4/4/2003 may be used when applying for form G.9704(2009) and G.9704A(2009). Form GEF09-1 that was approved on 8/18/2009 may also be used when applying for form G.9704(2009) and G.9704A(2009); as well as enrollment form GEF02-1. Form GEF02-1 consists of 3 separate forms as follows: GEF02-1 ADM and GEF02-1MQ that were approved on 9/12/2002 and GEF02-1a DEC that was approved on 9/26/2003.



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.", is written in a cursive style.

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
G.9704(2009)	Certificate	47.8
G.9704A(2009)	Certificate	46.7
GCR10-6 app owner	Certificate Rider	49.6

Herbert B. Brown Jr.
Vice President