

SERFF Tracking Number: META-127057103 State: Arkansas
Filing Company: Metropolitan Life Insurance Company State Tracking Number: 48117
Company Tracking Number: NY10-2 JD
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
Limited Benefit
Product Name: Blanket Accident * Health Insurance Forms
Project Name/Number: CIC2009-H/NY10-2 JD

Filing at a Glance

Company: Metropolitan Life Insurance Company

Product Name: Blanket Accident * Health Insurance Forms SERFF Tr Num: META-127057103 State: Arkansas

TOI: H07G Group Health - Specified Disease - Limited Benefit SERFF Status: Closed-Filed-Closed State Tr Num: 48117

Sub-TOI: H07G.001 Critical Illness Co Tr Num: NY10-2 JD State Status: Filed-Closed
Filing Type: Form Reviewer(s): Rosalind Minor
Author: Sandra Bennett Disposition Date: 03/02/2011
Date Submitted: 02/28/2011 Disposition Status: Filed-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: CIC2009-H

Project Number: NY10-2 JD

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Blanket

Filing Status Changed: 03/02/2011

State Status Changed: 03/02/2011

Created By: Sandra Bennett

Corresponding Filing Tracking Number: NY10-2 JD

Filing Description:

Blanket Accident & Health Insurance Forms CIC2009-H, CIC2009-N, CIC2009-Tand CIG3F2009

Our NAIC Company No. is 65978

Our FEIN is 13-5581829

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: Sandra Bennett

Dear Commissioner Bradford:

We enclose final printed copies of a unique form of blanket accident and health insurance, which has been developed

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However people who have used tobacco products within the last five years will not be covered for lung cancer, cancer of the larynx or mesothelioma. Settling plaintiffs are required to complete an enrollment form which contains questions about age, gender, tobacco history and whether they have previously been treated or diagnosed for any of the covered cancers.

The certificate and enrollment forms are as follows:

CIC2009-N is the certificate form that will be issued to cover non-tobacco users. The conditions to be covered are defined as "Listed Conditions." The benefit payable is the Specified Amount, which is shown in the schedule. Coverage under the certificate is fully paid at the time the certificate is issued, and is non-cancelable. The only variable material is hypothetical "John Doe" data.

CIC2009-T is the certificate form that will be issued to cover tobacco users. It is exactly the same as the non-tobacco users' certificate except that lung cancer, cancer of the larynx and mesothelioma are not listed conditions, and the tobacco user status in the schedule is preprinted to state "Tobacco User." The only variable material is hypothetical "John Doe" data.

CIC2009-H is the certificate form that will be issued to cover non-tobacco users with a history of respiratory cancer. It is exactly the same as the tobacco users' certificate except that it has a definition for Respiratory Cancer and the Tobacco User designation in the schedule states "Non-Tobacco User (who was treated for or Diagnosed as having Respiratory Cancer before the Certificate Effective Date)". The only variable material is hypothetical "John Doe" data.

CIGEF2009 is the enrollment form that the insured will be required to complete in order to obtain coverage. The enrollment form has been completed with hypothetical "John Doe" data, all of which is enclosed in brackets.

Actuarial Data

We are enclosing the rate manual used to determine the premium for coverage under the blanket policy.

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

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Very truly yours,

John B. David
 Manager

Company and Contact

Filing Contact Information

John ("Jack") David, Mgr.-Contract Compliance jdavid1@metlife.com
 LTC

MetLife 212-578-5954 [Phone]
 1095 Avenue of the Americas 212-578-3874 [FAX]
 New York, NY 10036-6796

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Metropolitan Life Insurance Company	\$50.00	02/28/2011	45117175
Metropolitan Life Insurance Company	\$250.00	02/28/2011	45122354

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Filed-Closed	Yes
Supporting Document	Application	Filed-Closed	Yes
Supporting Document	NAIC Transmittal Document 1-1-2009 [AR]	Filed-Closed	Yes
Supporting Document	ARCERTREAD	Filed-Closed	Yes
Supporting Document	NY Approval Letter	Filed-Closed	Yes
Supporting Document	NY Ins Law 4237	Filed-Closed	Yes
Supporting Document	Policy Trust Agreement	Filed-Closed	Yes
Form	Certificate Form	Filed-Closed	Yes
Form	Certificate Form	Filed-Closed	Yes
Form	Certificate Form	Filed-Closed	Yes
Form	Enrollment Form	Filed-Closed	Yes
Rate	Rate Book	Filed-Closed	Yes

Arkansas Insurance Department

Mike Beebe
Governor



Jay Bradford
Commissioner

February 16, 2011

Ms. Sheila B. Kenny
MetLife Government Relations Counsel
1095 Avenue of the Americas, 18th Floor
New York, NY 10036-6796

RE: Settlement of 9/11 World Trade Center personal claims

Dear Ms. Kenny:

The Commissioner is in receipt of your February 9, 2011 correspondence regarding the insurance involved in settlement of the September 11, 2001 World Trade Center attacks. While I understand that few, if any, of the claimants are Arkansas residents, as a courtesy, I would ask that MetLife file the policy form for information purposes only. Should we receive a press inquiry or a Freedom of Information Act request, it would prove very helpful to us. Thank you in advance.

Sincerely yours,

A handwritten signature in cursive script that reads "ARose".

Amanda Capps Rose
Associate Counsel
(501) 371-2820

cc: Dan Honey
Rosalind Minor
Charter/Correspondence

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Form Schedule

Lead Form Number: CIC2009-H

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Filed-Closed 03/02/2011	CIC2009-N	Policy/Cont Certificate Form ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.650	CIC2009-N [9-14-10].pdf
Filed-Closed 03/02/2011	CIC2009-T	Policy/Cont Certificate Form ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		52.700	CIC2009-T [9-14-10].pdf
Filed-Closed 03/02/2011	CIC2009-H	Policy/Cont Certificate Form ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		49.420	CIC2009-H [9-14-10].pdf
Filed-Closed 03/02/2011	CIGEF2009	Application/ Enrollment Form Enrollment Form	Initial		52.510	CIGEF2009 [final].pdf



Metropolitan Life Insurance Company
New York, New York

CERTIFICATE OF INSURANCE

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

This certificate is part of the Policy. The Policy is a contract between MetLife and the Policyholder. The Policy and the Coverage provided under this certificate may be changed without Your consent or notice to You, but only as described herein. See the Changes to Your Coverage provision on page 10 for details.

MetLife cannot cancel the insurance described in this certificate, but Coverage will end on the Certificate Expiration Date, or before that if the Specified Amount is paid or You die. See the Date Your Coverage Ends provision on page 7 for details.

Our issuance of this certificate is based on Your responses to the questions on Your enrollment form. A copy of Your enrollment form is attached to this certificate. If Your answers are incorrect or untrue we may have the right to adjust benefits or rescind Your Coverage. The best time to clear up any questions is now, before a claim arises. If, for any reason, any of Your answers are incorrect, contact Us at 200 Park Avenue, 40th Floor, New York, NY 10116.

IMPORTANT NOTICE: THIS CERTIFICATE HAS PROVISIONS UNDER WHICH THE BENEFIT (KNOWN AS THE "SPECIFIED AMOUNT") IS EXPECTED TO BE REDUCED. PLEASE READ THE ENTIRE CERTIFICATE, INCLUDING THE SCHEDULE OF BENEFITS, CAREFULLY.

(1)	Policyholder:	[XYZ Trust]
(1)	Policy Number:	[123XYZ]
(1)	Certificate Number:	[123XYZ-a]
	Type of Insurance:	Critical Injury Insurance
	MetLife Toll Free Number(s):	
(2)	[For Claim Information	1-800-XXX-YYYY
	For General Information	1-800-XXX-XXXX]

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SCHEDULE OF BENEFITS

(1)	Name of Insured:	[John Doe]
(1)	Certificate Effective Date:	[September 15, 2010]
(1)	Certificate Expiration Date:	[September 14, 2025]*
	Tobacco User Status of Insured:	Non-Tobacco User
(1)	Gender of Insured:	[Male]
(1)	Birthdate of Insured:	[MM/DD/YYYY]

The benefit payable under this policy is based upon the Specified Amount that is in effect at the time a Listed Condition is Diagnosed.

SPECIFIED AMOUNT

During Policy Period 1	\$100,000
During Policy Period 2	the Base Benefit plus any applicable Experience Credit**
During Policy Period 3	the Base Benefit plus any applicable Experience Credit**
During Policy Period 4	the Base Benefit plus any applicable Experience Credit**
During Policy Period 5	the Base Benefit plus any applicable Experience Credit**
During Policy Period 6	the Base Benefit plus any applicable Experience Credit**
During any Renewal Period *	the Specified Amount that was in effect during Policy Period 6

BASE BENEFIT \$50,000

* We will notify You in Writing if We agree to a Renewal Period for Your Coverage at least 30 days before the Certificate Expiration Date. If We provide a Renewal Period, Our notice will provide the beginning and end dates of the Renewal Period and the Certificate Expiration Date will be changed to the end of the last day of the Renewal Period.

** We will send You Written notice of any Experience Credit that We determine will apply to a particular Policy Period at least 30 days before the beginning of that Policy Period.

DEFINITIONS

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

Base Benefit means the minimum amount We will pay if you are Diagnosed with a Listed Condition during any Policy Period other than Policy Period 1. The Base Benefit is shown in the Schedule of Benefits.

Beneficiary means a person to whom We will pay Benefits. The Beneficiary is determined in accordance with the General Provisions section.

Board Certified means a Physician has received certification in the appropriate medical specialty by a member board of the American Board of Medical Specialties.

Cancer means the presence of a malignant tumor characterized by the uncontrollable and abnormal growth and spread of malignant cells. It does not include any benign tumors, dysplasia, intraepithelial neoplasia or pre-malignant growths.

Certificate Effective Date means the date that Coverage under this certificate takes effect. The Certificate Effective Date is set forth on the Schedule of Benefits.

Certificate Expiration Date means the date that Coverage under this certificate is scheduled to end. Coverage may end earlier than the Certificate Expiration Date as set forth in the provision titled Date Your Insurance Ends (under the Eligibility, Effective Date and End of Insurance Provisions section). The Certificate Expiration Date is set forth on the Schedule of Benefits.

Clinical Diagnosis means a Diagnosis of a Listed Condition based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of a Listed Condition only if the following conditions are met:

- under generally accepted medical standards, a pathological Diagnosis cannot be made because it would be medically inappropriate or life-threatening;
- medical diagnostic testing supports the Diagnosis; and
- You have consulted with a Physician who is a Board Certified oncologist for the Listed Condition.

Cost of Insurance means the amount of premium required to provide Coverage for You under the Policy.

Coverage means the insurance that is in effect for You as shown on the Schedule of Benefits and as described in this certificate.

Defendants means certain defendants named in claims, causes of action, notices of claims, notices of suits, suits, and actions relating in any way to or arising out of the rescue, recovery and/or debris removal operations, activities and/or other alleged or actual conduct or omissions on and/or after September 11, 2001, including without limitation Master Docket Nos. 21 MC 100, 21 MC 102, and 21 MC 103 in the United States District Court for the Southern District of New York and in any similar state court proceedings.

Diagnose means the act of making a Diagnosis.

Diagnosis means the certified confirmation by a Physician, that You have a Listed Condition, provided that all of the following requirements are met:

- such confirmation is based upon microscopic (histologic) examination of fixed tissue or preparations of blood or bone marrow and such examination is documented in a Written pathology report by a Physician who is Board Certified in pathology;
- the Diagnosis must be made by a Physician while practicing in the United States; and
- the scope of the Physician's practice must be appropriate to Diagnose the Listed Condition and the Physician must conform to generally accepted standards for his or her specialty at the time of making the Diagnosis.

DEFINITIONS (continued)

Experience Credit means an amount in addition to the Base Benefit, as calculated by MetLife in accordance with the Experience Formula, not to exceed \$50,000, that may be paid to You if You are Diagnosed with a Listed Condition during any Policy Period after Policy Period 1. If there is an Experience Credit during Policy Period 2:

- it will be recalculated for every subsequent Policy Period;
- it may decrease from one Policy Period to the next based on that recalculation; and
- it will never increase from one Policy Period to the next.

We will send You Written notice of any Experience Credit that We determine will apply to a particular Policy Period at least 30 days before the beginning of that Policy Period.

Experience Formula means the formula set forth in the Policy that MetLife will use to determine:

- whether there will be any Experience Credit and, if there will be an Experience Credit, the amount of such Experience Credit; and
- whether to renew the Policy, and if the Policy will be renewed, the length of any Renewal Period.

Listed Condition means the following conditions for which We will pay a claim under the terms and conditions of this certificate:

- **Cancer of the Larynx** means a Primary Cancer that originates in the larynx. It includes cancers of the supraglottis, glottis and subglottis.
- **Leukemia** means a Primary Cancer of the blood forming cells in the bone marrow. It includes four categories: acute myelogenous, chronic myelogenous, acute lymphocytic and chronic lymphocytic.
- **Lung Cancer** means a Primary Cancer that originates in the airways (trachea, and bronchi or tracheobronchial tree) or tissues of the lungs.
- **Lymphoma** means a Primary Cancer that originates in the lymphatic system. It includes Hodgkin lymphoma and Non-Hodgkin lymphoma.
- **Malignant Mesothelioma** means a Primary Cancer of the mesothelium. This includes pleural mesothelioma, peritoneal mesothelioma and pericardial mesothelioma.
- **Multiple Myeloma** means a Primary Cancer of a single clone of plasma cells in the bone marrow.

Non-Tobacco User means You did not use tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) at any time during the five year period before the Certificate Effective Date.

Occurs means that You are Diagnosed with a Listed Condition.

Policy Period means Policy Period 1, Policy Period 2, Policy Period 3, Policy Period 4, Policy Period 5, Policy Period 6 or a Renewal Period.

(1) **Policy Period 1** means the period that begins [September 15, 2010] and ends [September 14, 2016].

(1) **Policy Period 2** means the period that begins [September 15, 2016] and ends [September 14, 2018].

(1) **Policy Period 3** means the period that begins [September 15, 2018] and ends [September 14, 2020].

(1) **Policy Period 4** means the period that begins [September 15, 2020] and ends [September 14, 2022].

(1) **Policy Period 5** means the period that begins [September 15, 2022] and ends [September 14, 2024].

(1) **Policy Period 6** means the period that begins [September 15, 2024] and ends [September 14, 2025].

DEFINITIONS (continued)

Physician means an individual who has received a degree of doctor of medicine (M.D.), or doctor of osteopathy (D.O.), and is acting within the scope of a valid license issued in the United States to Diagnose a Listed Condition or to perform the services required for a Listed Condition for which a claim is made. A Physician is not:

- You, Your spouse or anyone to whom You are related by blood or marriage;
- anyone with whom You are residing;
- Your adopted or step-child;
- anyone with whom You share a business interest; or
- Your employee.

Policy means the insurance policy issued to the Policyholder named on the first page of this certificate.

Primary Cancer of any site (organ or tissue) means a Cancer that originated at that specific site and did not metastasize there from another site.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for payment of the Specified Amount. When a claim is made for the Specified Amount, Proof must establish:

- the Diagnosis of a Listed Condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Renewal Period means a period of time, not to exceed two years, for which MetLife agrees to renew Coverage after the Certificate Expiration Date. MetLife will determine whether to provide Coverage for one or more Renewal Periods and the length of any such Renewal Periods in accordance with the Experience Formula set forth in the Policy.

- (1) **Settlement Agreement** means the agreement, with the effective date of [September 1, 2010,] entered into by You with the Defendants to settle Your claim against the Defendants relating in any way to or arising out of the rescue, recovery, and/or debris removal operations, activities and/or other alleged or actual conduct or omissions on and/or after September 11, 2001. This certificate is issued to You as part of the Settlement Agreement.

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.

Specified Amount means the amount of the benefit payable under this certificate during the Policy Period in which a Listed Condition is Diagnosed as shown on the Schedule of Benefits.

Tobacco User means You used tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) during the five year period before the Certificate Effective Date.

We, Us and Our mean MetLife.

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

You and Your mean the named Insured on the Schedule of Benefits.

ELIGIBILITY, EFFECTIVE DATE, AND END OF COVERAGE PROVISIONS

ELIGIBILITY AND EFFECTIVE DATES OF COVERAGE

Coverage for You will become effective after all of the following have occurred:

- You have executed a release, accepting Coverage under the Policy as part of the Settlement Agreement;
- You have signed a statement confirming:
 - Your gender and age;
 - Your Tobacco User status (Tobacco User or Non-Tobacco User); and
 - that You have not been treated for or Diagnosed as having any of the conditions which qualify as a Listed Condition;
- We have received the required premium for Coverage; and
- We have consented in accordance with the terms of the Policy to extend Coverage under the Policy to You.

The effective date of Your Coverage is specified on the Schedule of Benefits as the Certificate Effective Date.

DATE YOUR COVERAGE ENDS

This certificate will expire and Your Coverage will end on the Certificate Expiration Date.

Your insurance will end on a date prior to the Certificate Expiration Date if either of the following occur:

1. the Specified Amount is paid to You or a person making a claim on Your behalf (in this case Coverage will end on the date that the Specified Amount is paid); or
2. You die (in this case, Coverage will end at the end of the day on which You die).

INSURANCE BENEFIT

In order for the Specified Amount to be payable:

1. a Listed Condition must Occur for You:
 - a) while Your Coverage was in effect; or
 - b) after Your death, provided Your Coverage is in effect on the date of Your death;
2. Proof that the Listed Condition has Occurred must be sent to Us (please refer to the Filing a Claim section below); and
3. We must determine that all requirements for payment of the claim as set forth in this certificate have been met.

When we receive the required Proof with Your claim, We will review Your claim and, if We approve it, We will pay the Specified Amount in accordance with the Schedule of Benefits.

We will determine the Specified Amount that we will pay based on the Policy Period during which Your Listed Condition Occurs. If You are alive on the date a Listed Condition is Diagnosed for You, the Listed Condition will be deemed to Occur on the date of the Diagnosis. If a Listed Condition is Diagnosed for You after Your death, the Listed Condition will be deemed to have Occurred on the date of Your death.

We will only pay the Specified Amount once under this certificate, even if You are Diagnosed with more than one Listed Condition.

PAYMENT OF THE SPECIFIED AMOUNT

We will pay the Specified Amount in one sum. Upon Your request, or upon the request of Your Beneficiary if the Specified Amount becomes payable after Your death, We may place the Specified Amount in an account that earns interest. The person to whom we pay the Benefit will have immediate access to all or any part of the account. We will pay interest on the Specified Amount from the date it becomes payable until all funds in the account have been withdrawn.

If the Specified Amount becomes payable after Your death, it will be paid in accordance with the provision titled Beneficiary under the General Provisions section.

FILING A CLAIM

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

Step 1

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 90 days of the date of a Diagnosis.

Step 2

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

Step 3

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

Step 4

The claimant must give Us Proof not later than 180 days after the date of the Diagnosis.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Time Limit on Legal Actions

A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 2 years after the date such Proof is required to be filed.

GENERAL PROVISIONS

Assignment

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

GENERAL PROVISIONS (continued)

Beneficiary

If You are not living at the time the Specified Amount under this certificate becomes payable, and you have designated a Beneficiary, we will pay to Your Beneficiary any amount that is or becomes due. You may designate a Beneficiary in Your enrollment form. You may change Your beneficiary at any time. To do so, You must send Us a signed and dated, written request using a form satisfactory to Us. Your written request to change the Beneficiary must be sent to Us no later than 90 days after the date You sign such request.

If You are not living at the time the Specified Amount under this certificate becomes payable, and there is no Beneficiary designated or no surviving Beneficiary at Your death, We may pay the Specified Amount to Your estate, or We may, in our sole discretion, pay the Specified Amount to any of the following:

- Your spouse, if alive;
- Your child(ren), if there is no surviving spouse;
- Your parent(s), if there is no surviving child;
- Your sibling(s), if there is no surviving parent.

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay his guardian.

Any payment We make under this provision will discharge Us from further liability for payment of the Specified Amount with respect to the amount paid.

Entire Contract

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

1. the Policy and its Exhibits, which include the certificate;
2. Your completed enrollment form;
3. the Policyholder's application; and
4. any amendments and/or endorsements to the Policy.

Terms of this Certificate

This certificate has been issued to You as part of the Settlement Agreement. The terms of this certificate were negotiated by You, the Defendants through their liability insurance company, and MetLife, with each party being represented by counsel.

Incontestability: Statements Made by You

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

1. the statement is made in writing;
2. the statement is signed by You; and
3. a copy of the signed statement has been given to You or Your Beneficiary.

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

Misstatement of Age or Gender

If Your age and/or gender is misstated, We will adjust the Specified Amount to that amount that the Cost of Insurance paid for Your Coverage would have purchased based on Your correct age and/or gender.

Conformity with Law

This certificate is issued in and shall be governed by the laws of the State of New York.

GENERAL PROVISIONS (continued)

Examinations

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

As often as reasonably necessary, We may have Our representatives at Our expense conduct telephone or in-person interviews with You regarding Your claim.

Autopsy

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

Gender

Male pronouns will be read as female where applicable.

Changes to Your Coverage

The terms and provisions of the Policy or this certificate may be changed, at any time, without Your consent as required by applicable law, regulation, regulatory authority or court of competent jurisdiction.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of the Policy or this certificate. A MetLife employee who is not an officer of MetLife does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and an authorized representative of the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy or certificate and the amendment or endorsement will become a part of the Policy or the certificate, as the case may be. An amendment or endorsement to this certificate will also be issued to You, if practicable.

Waiver of Certificate Provisions

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

Non-Participating

This certificate does not pay dividends.

Your Name, Address and Telephone Number

We will send all notices required under this certificate to the last known address that We have in Our records for You. You are required to promptly inform us of any change in Your name, address or telephone number. When You write to Us, You must provide Your name, current address and certificate number.

Prejudice

The failure of a claimant to comply with the time requirements of the Filing a Claim provision shall not result in the loss of benefits under this Certificate unless such non-compliance results in prejudice to Our interests.

Standard of Time

All dates under this certificate will be determined according to Eastern Standard Time, or Eastern Daylight Time if Daylight Saving Time is then being observed, with the day beginning and ending at 12:00 A.M.



Metropolitan Life Insurance Company
New York, New York

CERTIFICATE OF INSURANCE

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

This certificate is part of the Policy. The Policy is a contract between MetLife and the Policyholder. The Policy and the Covered provided under this certificate may be changed without Your consent or notice to You, but only as described herein. See the Changes to Your Coverage provision on page 10 for details.

MetLife cannot cancel the insurance described in this certificate, but Coverage will end on the Certificate Expiration Date, or before that if the Specified Amount is paid or You die. See the Date Your Coverage Ends provision on page 7 for details.

Our issuance of this certificate is based on Your responses to the questions on Your enrollment form. A copy of Your enrollment form is attached to this certificate. If Your answers are incorrect or untrue we may have the right to adjust benefits or rescind Your Coverage. The best time to clear up any questions is now, before a claim arises. If, for any reason, any of Your answers are incorrect, contact Us at 200 Park Avenue, 40th Floor, New York, NY 10116.

IMPORTANT NOTICE: THIS CERTIFICATE HAS PROVISIONS UNDER WHICH THE BENEFIT (KNOWN AS THE "SPECIFIED AMOUNT") IS EXPECTED TO BE REDUCED. PLEASE READ THE ENTIRE CERTIFICATE, INCLUDING THE SCHEDULE OF BENEFITS, CAREFULLY.

(1)	Policyholder:	[XYZ Trust]
(1)	Policy Number:	[123XYZ]
(1)	Certificate Number:	[123XYZ-a]
	Type of Insurance:	Critical Injury Insurance
	MetLife Toll Free Number(s):	
(2)	[For Claim Information	1-800-XXX-YYYY
	For General Information	1-800-XXX-XXXX]

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SCHEDULE OF BENEFITS

(1)	Name of Insured:	[John Doe]
(1)	Certificate Effective Date:	[September 15, 2010]
(1)	Certificate Expiration Date:	[September 14, 2025]*
	Tobacco User Status of Insured:	Tobacco User
(1)	Gender of Insured:	[Male]
(1)	Birthdate of Insured:	[MM/DD/YYYY]

The benefit payable under this policy is based upon the Specified Amount that is in effect at the time a Listed Condition is Diagnosed.

SPECIFIED AMOUNT

During Policy Period 1	\$100,000
During Policy Period 2	the Base Benefit plus any applicable Experience Credit**
During Policy Period 3	the Base Benefit plus any applicable Experience Credit**
During Policy Period 4	the Base Benefit plus any applicable Experience Credit**
During Policy Period 5	the Base Benefit plus any applicable Experience Credit**
During Policy Period 6	the Base Benefit plus any applicable Experience Credit**
During any Renewal Period *	the Specified Amount that was in effect during Policy Period 6

BASE BENEFIT \$50,000

* We will notify You in Writing if We agree to a Renewal Period for Your Coverage at least 30 days before the Certificate Expiration Date. If We provide a Renewal Period, Our notice will provide the beginning and end dates of the Renewal Period and the Certificate Expiration Date will be changed to the end of the last day of the Renewal Period.

** We will send You Written notice of any Experience Credit that We determine will apply to a particular Policy Period at least 30 days before the beginning of that Policy Period.

DEFINITIONS

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

Base Benefit means the minimum amount We will pay if you are Diagnosed with a Listed Condition during any Policy Period other than Policy Period 1. The Base Benefit is shown in the Schedule of Benefits.

Beneficiary means a person to whom We will pay Benefits. The Beneficiary is determined in accordance with the General Provisions section.

Board Certified means a Physician has received certification in the appropriate medical specialty by a member board of the American Board of Medical Specialties.

Cancer means the presence of a malignant tumor characterized by the uncontrollable and abnormal growth and spread of malignant cells. It does not include any benign tumors, dysplasia, intraepithelial neoplasia or pre-malignant growths.

Certificate Effective Date means the date that Coverage under this certificate takes effect. The Certificate Effective Date is set forth on the Schedule of Benefits.

Certificate Expiration Date means the date that Coverage under this certificate is scheduled to end. Coverage may end earlier than the Certificate Expiration Date as set forth in the provision titled Date Your Insurance Ends (under the Eligibility, Effective Date and End of Insurance Provisions section). The Certificate Expiration Date is set forth on the Schedule of Benefits.

Clinical Diagnosis means a Diagnosis of a Listed Condition based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of a Listed Condition only if the following conditions are met:

- under generally accepted medical standards, a pathological Diagnosis cannot be made because it would be medically inappropriate or life-threatening;
- medical diagnostic testing supports the Diagnosis; and
- You have consulted with a Physician who is a Board Certified oncologist for the Listed Condition.

Cost of Insurance means the amount of premium required to provide Coverage for You under the Policy.

Coverage means the insurance that is in effect for You as shown on the Schedule of Benefits and as described in this certificate.

Defendants means certain defendants named in claims, causes of action, notices of claims, notices of suits, suits, and actions relating in any way to or arising out of the rescue, recovery and/or debris removal operations, activities and/or other alleged or actual conduct or omissions on and/or after September 11, 2001, including without limitation Master Docket Nos. 21 MC 100, 21 MC 102, and 21 MC 103 in the United States District Court for the Southern District of New York and in any similar state court proceedings.

Diagnose means the act of making a Diagnosis.

Diagnosis means the certified confirmation by a Physician, that You have a Listed Condition, provided that all of the following requirements are met:

- such confirmation is based upon microscopic (histologic) examination of fixed tissue or preparations of blood or bone marrow and such examination is documented in a Written pathology report by a Physician who is Board Certified in pathology;
- the Diagnosis must be made by a Physician while practicing in the United States; and
- the scope of the Physician's practice must be appropriate to Diagnose the Listed Condition and the Physician must conform to generally accepted standards for his or her specialty at the time of making the Diagnosis.

DEFINITIONS (continued)

Experience Credit means an amount in addition to the Base Benefit, as calculated by MetLife in accordance with the Experience Formula, not to exceed \$50,000, that may be paid to You if You are Diagnosed with a Listed Condition during any Policy Period after Policy Period 1. If there is an Experience Credit during Policy Period 2:

- it will be recalculated for every subsequent Policy Period;
- it may decrease from one Policy Period to the next based on that recalculation; and
- it will never increase from one Policy Period to the next.

We will send You Written notice of any Experience Credit that We determine will apply to a particular Policy Period at least 30 days before the beginning of that Policy Period.

Experience Formula means the formula set forth in the Policy that MetLife will use to determine:

- whether there will be any Experience Credit and, if there will be an Experience Credit, the amount of such Experience Credit; and
- whether to renew the Policy, and if the Policy will be renewed, the length of any Renewal Period.

Listed Condition means the following conditions for which We will pay a claim under the terms and conditions of this certificate:

- **Leukemia** means a Primary Cancer of the blood forming cells in the bone marrow. It includes four categories: acute myelogenous, chronic myelogenous, acute lymphocytic and chronic lymphocytic.
- **Lymphoma** means a Primary Cancer that originates in the lymphatic system. It includes Hodgkin lymphoma and Non-Hodgkin lymphoma.
- **Multiple Myeloma** means a Primary Cancer of a single clone of plasma cells in the bone marrow.

Non-Tobacco User means You did not use tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) at any time during the five year period before the Certificate Effective Date.

Occurs means that You are Diagnosed with a Listed Condition.

Policy Period means Policy Period 1, Policy Period 2, Policy Period 3, Policy Period 4, Policy Period 5, Policy Period 6 or a Renewal Period.

- (1) **Policy Period 1** means the period that begins [September 15, 2010] and ends [September 14, 2016].
- (1) **Policy Period 2** means the period that begins [September 15, 2016] and ends [September 14, 2018].
- (1) **Policy Period 3** means the period that begins [September 15, 2018] and ends [September 14, 2020].
- (1) **Policy Period 4** means the period that begins [September 15, 2020] and ends [September 14, 2022].
- (1) **Policy Period 5** means the period that begins [September 15, 2022] and ends [September 14, 2024].
- (1) **Policy Period 6** means the period that begins [September 15, 2024] and ends [September 14, 2025].

DEFINITIONS (continued)

Physician means an individual who has received a degree of doctor of medicine (M.D.), or doctor of osteopathy (D.O.), and is acting within the scope of a valid license issued in the United States to Diagnose a Listed Condition or to perform the services required for a Listed Condition for which a claim is made. A Physician is not:

- You, Your spouse or anyone to whom You are related by blood or marriage;
- anyone with whom You are residing;
- Your adopted or step-child;
- anyone with whom You share a business interest; or
- Your employee.

Policy means the insurance policy issued to the Policyholder named on the first page of this certificate.

Primary Cancer of any site (organ or tissue) means a Cancer that originated at that specific site and did not metastasize there from another site.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for payment of the Specified Amount. When a claim is made for the Specified Amount, Proof must establish:

- the Diagnosis of a Listed Condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Renewal Period means a period of time, not to exceed two years, for which MetLife agrees to renew Coverage after the Certificate Expiration Date. MetLife will determine whether to provide Coverage for one or more Renewal Periods and the length of any such Renewal Periods in accordance with the Experience Formula set forth in the Policy.

- (1) **Settlement Agreement** means the agreement, with the effective date of [September 1, 2010,] entered into by You with the Defendants to settle Your claim against the Defendants relating in any way to or arising out of the rescue, recovery, and/or debris removal operations, activities and/or other alleged or actual conduct or omissions on and/or after September 11, 2001. This certificate is issued to You as part of the Settlement Agreement.

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.

Specified Amount means the amount of the benefit payable under this certificate during the Policy Period in which a Listed Condition is Diagnosed as shown on the Schedule of Benefits.

Tobacco User means You used tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) during the five year period before the Certificate Effective Date.

We, Us and Our mean MetLife.

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

You and Your mean the named Insured on the Schedule of Benefits.

ELIGIBILITY, EFFECTIVE DATE, AND END OF COVERAGE PROVISIONS

ELIGIBILITY AND EFFECTIVE DATES OF COVERAGE

Coverage for You will become effective after all of the following have occurred:

- You have executed a release, accepting Coverage under the Policy as part of the Settlement Agreement;
- You have signed a statement confirming:
 - Your gender and age;
 - Your Tobacco User status (Tobacco User or Non-Tobacco User); and
 - that You have not been treated for or Diagnosed as having any of the conditions which qualify as a Listed Condition;
- We have received the required premium for Coverage; and
- We have consented in accordance with the terms of the Policy to extend Coverage under the Policy to You.

The effective date of Your Coverage is specified on the Schedule of Benefits as the Certificate Effective Date.

DATE YOUR COVERAGE ENDS

This certificate will expire and Your Coverage will end on the Certificate Expiration Date.

Your insurance will end on a date prior to the Certificate Expiration Date if either of the following occur:

1. the Specified Amount is paid to You or a person making a claim on Your behalf (in this case Coverage will end on the date that the Specified Amount is paid); or
2. You die (in this case, Coverage will end at the end of the day on which You die).

INSURANCE BENEFIT

In order for the Specified Amount to be payable:

1. a Listed Condition must Occur for You:
 - a) while Your Coverage was in effect; or
 - b) after Your death, provided Your Coverage is in effect on the date of Your death;
2. Proof that the Listed Condition has Occurred must be sent to Us (please refer to the Filing a Claim section below); and
3. We must determine that all requirements for payment of the claim as set forth in this certificate have been met.

When we receive the required Proof with Your claim, We will review Your claim and, if We approve it, We will pay the Specified Amount in accordance with the Schedule of Benefits.

We will determine the Specified Amount that we will pay based on the Policy Period during which Your Listed Condition Occurs. If You are alive on the date a Listed Condition is Diagnosed for You, the Listed Condition will be deemed to Occur on the date of the Diagnosis. If a Listed Condition is Diagnosed for You after Your death, the Listed Condition will be deemed to have Occurred on the date of Your death.

We will only pay the Specified Amount once under this certificate, even if You are Diagnosed with more than one Listed Condition.

PAYMENT OF THE SPECIFIED AMOUNT

We will pay the Specified Amount in one sum. Upon Your request, or upon the request of Your Beneficiary if the Specified Amount becomes payable after Your death, We may place the Specified Amount in an account that earns interest. The person to whom we pay the Benefit will have immediate access to all or any part of the account. We will pay interest on the Specified Amount from the date it becomes payable until all funds in the account have been withdrawn.

If the Specified Amount becomes payable after Your death, it will be paid in accordance with the provision titled Beneficiary under the General Provisions section.

FILING A CLAIM

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

Step 1

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 90 days of the date of a Diagnosis.

Step 2

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

Step 3

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

Step 4

The claimant must give Us Proof not later than 180 days after the date of the Diagnosis.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Time Limit on Legal Actions

A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 2 years after the date such Proof is required to be filed.

GENERAL PROVISIONS

Assignment

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

GENERAL PROVISIONS (continued)

Beneficiary

If You are not living at the time the Specified Amount under this certificate becomes payable, and you have designated a Beneficiary, we will pay to Your Beneficiary any amount that is or becomes due. You may designate a Beneficiary in Your enrollment form. You may change Your beneficiary at any time. To do so, You must send Us a signed and dated, written request using a form satisfactory to Us. Your written request to change the Beneficiary must be sent to Us no later than 90 days after the date You sign such request.

If You are not living at the time the Specified Amount under this certificate becomes payable, and there is no Beneficiary designated or no surviving Beneficiary at Your death, We may pay the Specified Amount to Your estate, or We may, in our sole discretion, pay the Specified Amount to any of the following:

- Your spouse, if alive;
- Your child(ren), if there is no surviving spouse;
- Your parent(s), if there is no surviving child;
- Your sibling(s), if there is no surviving parent.

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay his guardian.

Any payment We make under this provision will discharge Us from further liability for payment of the Specified Amount with respect to the amount paid.

Entire Contract

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

1. the Policy and its Exhibits, which include the certificate;
2. Your completed enrollment form;
3. the Policyholder's application; and
4. any amendments and/or endorsements to the Policy.

Terms of this Certificate

This certificate has been issued to You as part of the Settlement Agreement. The terms of this certificate were negotiated by You, the Defendants through their liability insurance company, and MetLife, with each party being represented by counsel.

Incontestability: Statements Made by You

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

1. the statement is made in writing;
2. the statement is signed by You; and
3. a copy of the signed statement has been given to You or Your Beneficiary.

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

Misstatement of Age or Gender

If Your age and/or gender is misstated, We will adjust the Specified Amount to that amount that the Cost of Insurance paid for Your Coverage would have purchased based on Your correct age and/or gender.

Conformity with Law

This certificate is issued in and shall be governed by the laws of the State of New York.

GENERAL PROVISIONS (continued)

Examinations

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

As often as reasonably necessary, We may have Our representatives at Our expense conduct telephone or in-person interviews with You regarding Your claim.

Autopsy

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

Gender

Male pronouns will be read as female where applicable.

Changes to Your Coverage

The terms and provisions of the Policy or this certificate may be changed, at any time, without Your consent as required by applicable law, regulation, regulatory authority or court of competent jurisdiction.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of the Policy or this certificate. A MetLife employee who is not an officer of MetLife does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and an authorized representative of the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy or certificate and the amendment or endorsement will become a part of the Policy or the certificate, as the case may be. An amendment or endorsement to this certificate will also be issued to You, if practicable.

Waiver of Certificate Provisions

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

Non-Participating

This certificate does not pay dividends.

Your Name, Address and Telephone Number

We will send all notices required under this certificate to the last known address that We have in Our records for You. You are required to promptly inform us of any change in Your name, address or telephone number. When You write to Us, You must provide Your name, current address and certificate number.

Prejudice

The failure of a claimant to comply with the time requirements of the Filing a Claim provision shall not result in the loss of benefits under this Certificate unless such non-compliance results in prejudice to Our interests.

Standard of Time

All dates under this certificate will be determined according to Eastern Standard Time, or Eastern Daylight Time if Daylight Saving Time is then being observed, with the day beginning and ending at 12:00 A.M.



Metropolitan Life Insurance Company
New York, New York

CERTIFICATE OF INSURANCE

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

This certificate is part of the Policy. The Policy is a contract between MetLife and the Policyholder. The Policy and the Covered provided under this certificate may be changed without Your consent or notice to You, but only as described herein. See the Changes to Your Coverage provision on page 10 for details.

MetLife cannot cancel the insurance described in this certificate, but Coverage will end on the Certificate Expiration Date, or before that if the Specified Amount is paid or You die. See the Date Your Coverage Ends provision on page 7 for details.

Our issuance of this certificate is based on Your responses to the questions on Your enrollment form. A copy of Your enrollment form is attached to this certificate. If Your answers are incorrect or untrue we may have the right to adjust benefits or rescind Your Coverage. The best time to clear up any questions is now, before a claim arises. If, for any reason, any of Your answers are incorrect, contact Us at 200 Park Avenue, 40th Floor, New York, NY 10116.

IMPORTANT NOTICE: THIS CERTIFICATE HAS PROVISIONS UNDER WHICH THE BENEFIT (KNOWN AS THE “SPECIFIED AMOUNT”) IS EXPECTED TO BE REDUCED. PLEASE READ THE ENTIRE CERTIFICATE, INCLUDING THE SCHEDULE OF BENEFITS, CAREFULLY.

(1)	Policyholder:	[XYZ Trust]
(1)	Policy Number:	[123XYZ]
(1)	Certificate Number:	[123XYZ-a]
	Type of Insurance:	Critical Injury Insurance
	MetLife Toll Free Number(s):	
(2)	[For Claim Information	1-800-XXX-YYYY
	For General Information	1-800-XXX-XXXX]

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SCHEDULE OF BENEFITS

(1)	Name of Insured:	[John Doe]
(1)	Certificate Effective Date:	[September 15, 2010]
(1)	Certificate Expiration Date:	[September 14, 2025]*
	Tobacco User Status of Insured:	Non-Tobacco User (who was treated for or Diagnosed as having Respiratory Cancer before the Certificate Effective Date)
(1)	Gender of Insured:	[Male]
(1)	Birthdate of Insured:	[MM/DD/YYYY]

The benefit payable under this policy is based upon the Specified Amount that is in effect at the time a Listed Condition is Diagnosed.

SPECIFIED AMOUNT

During Policy Period 1	\$100,000
During Policy Period 2	the Base Benefit plus any applicable Experience Credit**
During Policy Period 3	the Base Benefit plus any applicable Experience Credit**
During Policy Period 4	the Base Benefit plus any applicable Experience Credit**
During Policy Period 5	the Base Benefit plus any applicable Experience Credit**
During Policy Period 6	the Base Benefit plus any applicable Experience Credit**
During any Renewal Period *	the Specified Amount that was in effect during Policy Period 6

BASE BENEFIT \$50,000

* We will notify You in Writing if We agree to a Renewal Period for Your Coverage at least 30 days before the Certificate Expiration Date. If We provide a Renewal Period, Our notice will provide the beginning and end dates of the Renewal Period and the Certificate Expiration Date will be changed to the end of the last day of the Renewal Period.

** We will send You Written notice of any Experience Credit that We determine will apply to a particular Policy Period at least 30 days before the beginning of that Policy Period.

DEFINITIONS

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

Base Benefit means the minimum amount We will pay if you are Diagnosed with a Listed Condition during any Policy Period other than Policy Period 1. The Base Benefit is shown in the Schedule of Benefits.

Beneficiary means a person to whom We will pay Benefits. The Beneficiary is determined in accordance with the General Provisions section.

Board Certified means a Physician has received certification in the appropriate medical specialty by a member board of the American Board of Medical Specialties.

Cancer means the presence of a malignant tumor characterized by the uncontrollable and abnormal growth and spread of malignant cells. It does not include any benign tumors, dysplasia, intraepithelial neoplasia or pre-malignant growths.

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Clinical Diagnosis means a Diagnosis of a Listed Condition based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of a Listed Condition only if the following conditions are met:

- under generally accepted medical standards, a pathological Diagnosis cannot be made because it would be medically inappropriate or life-threatening;
- medical diagnostic testing supports the Diagnosis; and
- You have consulted with a Physician who is a Board Certified oncologist for the Listed Condition.

Cost of Insurance means the amount of premium required to provide Coverage for You under the Policy.

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- such confirmation is based upon microscopic (histologic) examination of fixed tissue or preparations of blood or bone marrow and such examination is documented in a Written pathology report by a Physician who is Board Certified in pathology;
- the Diagnosis must be made by a Physician while practicing in the United States; and
- the scope of the Physician's practice must be appropriate to Diagnose the Listed Condition and the Physician must conform to generally accepted standards for his or her specialty at the time of making the Diagnosis.

DEFINITIONS (continued)

Experience Credit means an amount in addition to the Base Benefit, as calculated by MetLife in accordance with the Experience Formula, not to exceed \$50,000, that may be paid to You if You are Diagnosed with a Listed Condition during any Policy Period after Policy Period 1. If there is an Experience Credit during Policy Period 2:

- it will be recalculated for every subsequent Policy Period;
- it may decrease from one Policy Period to the next based on that recalculation; and
- it will never increase from one Policy Period to the next.

We will send You Written notice of any Experience Credit that We determine will apply to a particular Policy Period at least 30 days before the beginning of that Policy Period.

Experience Formula means the formula set forth in the Policy that MetLife will use to determine:

- whether there will be any Experience Credit and, if there will be an Experience Credit, the amount of such Experience Credit; and
- whether to renew the Policy, and if the Policy will be renewed, the length of any Renewal Period.

Listed Condition means the following conditions for which We will pay a claim under the terms and conditions of this certificate:

- **Leukemia** means a Primary Cancer of the blood forming cells in the bone marrow. It includes four categories: acute myelogenous, chronic myelogenous, acute lymphocytic and chronic lymphocytic.
- **Lymphoma** means a Primary Cancer that originates in the lymphatic system. It includes Hodgkin lymphoma and Non-Hodgkin lymphoma.
- **Multiple Myeloma** means a Primary Cancer of a single clone of plasma cells in the bone marrow.

Non-Tobacco User means You did not use tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) at any time during the five year period before the Certificate Effective Date.

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- (1) **Policy Period 1** means the period that begins [September 15, 2010] and ends [September 14, 2016].
- (1) **Policy Period 2** means the period that begins [September 15, 2016] and ends [September 14, 2018].
- (1) **Policy Period 3** means the period that begins [September 15, 2018] and ends [September 14, 2020].
- (1) **Policy Period 4** means the period that begins [September 15, 2020] and ends [September 14, 2022].
- (1) **Policy Period 5** means the period that begins [September 15, 2022] and ends [September 14, 2024].
- (1) **Policy Period 6** means the period that begins [September 15, 2024] and ends [September 14, 2025].

DEFINITIONS (continued)

Physician means an individual who has received a degree of doctor of medicine (M.D.), or doctor of osteopathy (D.O.), and is acting within the scope of a valid license issued in the United States to Diagnose a Listed Condition or to perform the services required for a Listed Condition for which a claim is made. A Physician is not:

- You, Your spouse or anyone to whom You are related by blood or marriage;
- anyone with whom You are residing;
- Your adopted or step-child;
- anyone with whom You share a business interest; or
- Your employee.

Policy means the insurance policy issued to the Policyholder named on the first page of this certificate.

Primary Cancer of any site (organ or tissue) means a Cancer that originated at that specific site and did not metastasize there from another site.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for payment of the Specified Amount. When a claim is made for the Specified Amount, Proof must establish:

- the Diagnosis of a Listed Condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Renewal Period means a period of time, not to exceed two years, for which MetLife agrees to renew Coverage after the Certificate Expiration Date. MetLife will determine whether to provide Coverage for one or more Renewal Periods and the length of any such Renewal Periods in accordance with the Experience Formula set forth in the Policy.

Respiratory Cancer means any of the following:

- **Cancer of the Larynx** means a Primary Cancer that originates in the larynx. It includes cancers of the supraglottis, glottis and subglottis.
- **Lung Cancer** means a Primary Cancer that originates in the airways (trachea, and bronchi or tracheobronchial tree) or tissues of the lungs.
- **Malignant Mesothelioma** means a Primary Cancer of the mesothelium. This includes pleural mesothelioma, peritoneal mesothelioma and pericardial mesothelioma.

- (1) **Settlement Agreement** means the agreement, with the effective date of [September 1, 2010,] entered into by You with the Defendants to settle Your claim against the Defendants relating in any way to or arising out of the rescue, recovery, and/or debris removal operations, activities and/or other alleged or actual conduct or omissions on and/or after September 11, 2001. This certificate is issued to You as part of the Settlement Agreement.

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.

Specified Amount means the amount of the benefit payable under this certificate during the Policy Period in which a Listed Condition is Diagnosed as shown on the Schedule of Benefits.

Tobacco User means You used tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) during the five year period before the Certificate Effective Date.

We, Us and Our mean MetLife.

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

You and Your mean the named Insured on the Schedule of Benefits.

ELIGIBILITY, EFFECTIVE DATE, AND END OF COVERAGE PROVISIONS

ELIGIBILITY AND EFFECTIVE DATES OF COVERAGE

Coverage for You will become effective after all of the following have occurred:

- You have executed a release, accepting Coverage under the Policy as part of the Settlement Agreement;
- You have signed a statement confirming:
 - Your gender and age;
 - Your Tobacco User status (Tobacco User or Non-Tobacco User); and
 - that You have not been treated for or Diagnosed as having any of the conditions which qualify as a Listed Condition;
- We have received the required premium for Coverage; and
- We have consented in accordance with the terms of the Policy to extend Coverage under the Policy to You.

The effective date of Your Coverage is specified on the Schedule of Benefits as the Certificate Effective Date.

DATE YOUR COVERAGE ENDS

This certificate will expire and Your Coverage will end on the Certificate Expiration Date.

Your insurance will end on a date prior to the Certificate Expiration Date if either of the following occur:

1. the Specified Amount is paid to You or a person making a claim on Your behalf (in this case Coverage will end on the date that the Specified Amount is paid); or
2. You die (in this case, Coverage will end at the end of the day on which You die).

INSURANCE BENEFIT

In order for the Specified Amount to be payable:

1. a Listed Condition must Occur for You:
 - a) while Your Coverage was in effect; or
 - b) after Your death, provided Your Coverage is in effect on the date of Your death;
2. Proof that the Listed Condition has Occurred must be sent to Us (please refer to the Filing a Claim section below); and
3. We must determine that all requirements for payment of the claim as set forth in this certificate have been met.

When we receive the required Proof with Your claim, We will review Your claim and, if We approve it, We will pay the Specified Amount in accordance with the Schedule of Benefits.

We will determine the Specified Amount that we will pay based on the Policy Period during which Your Listed Condition Occurs. If You are alive on the date a Listed Condition is Diagnosed for You, the Listed Condition will be deemed to Occur on the date of the Diagnosis. If a Listed Condition is Diagnosed for You after Your death, the Listed Condition will be deemed to have Occurred on the date of Your death.

We will only pay the Specified Amount once under this certificate, even if You are Diagnosed with more than one Listed Condition.

PAYMENT OF THE SPECIFIED AMOUNT

We will pay the Specified Amount in one sum. Upon Your request, or upon the request of Your Beneficiary if the Specified Amount becomes payable after Your death, We may place the Specified Amount in an account that earns interest. The person to whom we pay the Benefit will have immediate access to all or any part of the account. We will pay interest on the Specified Amount from the date it becomes payable until all funds in the account have been withdrawn.

If the Specified Amount becomes payable after Your death, it will be paid in accordance with the provision titled Beneficiary under the General Provisions section.

FILING A CLAIM

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

Step 1

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within 90 days of the date of a Diagnosis.

Step 2

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

Step 3

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

Step 4

The claimant must give Us Proof not later than 180 days after the date of the Diagnosis.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Time Limit on Legal Actions

A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 2 years after the date such Proof is required to be filed.

GENERAL PROVISIONS

Assignment

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

GENERAL PROVISIONS (continued)

Beneficiary

If You are not living at the time the Specified Amount under this certificate becomes payable, and you have designated a Beneficiary, we will pay to Your Beneficiary any amount that is or becomes due. You may designate a Beneficiary in Your enrollment form. You may change Your beneficiary at any time. To do so, You must send Us a signed and dated, written request using a form satisfactory to Us. Your written request to change the Beneficiary must be sent to Us no later than 90 days after the date You sign such request.

If You are not living at the time the Specified Amount under this certificate becomes payable, and there is no Beneficiary designated or no surviving Beneficiary at Your death, We may pay the Specified Amount to Your estate, or We may, in our sole discretion, pay the Specified Amount to any of the following:

- Your spouse, if alive;
- Your child(ren), if there is no surviving spouse;
- Your parent(s), if there is no surviving child;
- Your sibling(s), if there is no surviving parent.

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay his guardian.

Any payment We make under this provision will discharge Us from further liability for payment of the Specified Amount with respect to the amount paid.

Entire Contract

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

1. the Policy and its Exhibits, which include the certificate;
2. Your completed enrollment form;
3. the Policyholder's application; and
4. any amendments and/or endorsements to the Policy.

Terms of this Certificate

This certificate has been issued to You as part of the Settlement Agreement. The terms of this certificate were negotiated by You, the Defendants through their liability insurance company, and MetLife, with each party being represented by counsel.

Incontestability: Statements Made by You

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

1. the statement is made in writing;
2. the statement is signed by You; and
3. a copy of the signed statement has been given to You or Your Beneficiary.

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

Misstatement of Age or Gender

If Your age and/or gender is misstated, We will adjust the Specified Amount to that amount that the Cost of Insurance paid for Your Coverage would have purchased based on Your correct age and/or gender.

Conformity with Law

This certificate is issued in and shall be governed by the laws of the State of New York.

GENERAL PROVISIONS (continued)

Examinations

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

As often as reasonably necessary, We may have Our representatives at Our expense conduct telephone or in-person interviews with You regarding Your claim.

Autopsy

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

Gender

Male pronouns will be read as female where applicable.

Changes to Your Coverage

The terms and provisions of the Policy or this certificate may be changed, at any time, without Your consent as required by applicable law, regulation, regulatory authority or court of competent jurisdiction.

An officer of MetLife must approve in Writing any change or waiver of the terms and provisions of the Policy or this certificate. A MetLife employee who is not an officer of MetLife does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of MetLife and an authorized representative of the Policyholder or an endorsement Signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy or certificate and the amendment or endorsement will become a part of the Policy or the certificate, as the case may be. An amendment or endorsement to this certificate will also be issued to You, if practicable.

Waiver of Certificate Provisions

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

Non-Participating

This certificate does not pay dividends.

Your Name, Address and Telephone Number

We will send all notices required under this certificate to the last known address that We have in Our records for You. You are required to promptly inform us of any change in Your name, address or telephone number. When You write to Us, You must provide Your name, current address and certificate number.

Prejudice

The failure of a claimant to comply with the time requirements of the Filing a Claim provision shall not result in the loss of benefits under this Certificate unless such non-compliance results in prejudice to Our interests.

Standard of Time

All dates under this certificate will be determined according to Eastern Standard Time, or Eastern Daylight Time if Daylight Saving Time is then being observed, with the day beginning and ending at 12:00 A.M.

ENROLLMENT FORM FOR CRITICAL INJURY INSURANCE



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

Name (print)			First	Middle	Last	Social Security No.	Date of Birth Mo./Day/Yr.)	<input checked="" type="checkbox"/> Male
			[John	Paul	Doe]	[111-22-3333]	[1/1/1965]	<input type="checkbox"/> Female
Address Street		City		State	Zip Code	Phone No. (include area code)		
[21 Main St.		Nosuch City		Your Jurisdiction	01234]	[111-555-6666]		
1.	Have you EVER been diagnosed, treated, or given medical advice by a physician or other health care provider for the following:							
	a. Cancer of the Larynx							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	b. Leukemia							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	c. Lung Cancer							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	d. Lymphoma							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	e. Malignant Mesothelioma							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	f. Multiple Myeloma							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	Have you used tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) at any time during the last five years?							Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<p>BENEFICIARY DESIGNATION: I understand that benefits that become payable after my death will be paid to my beneficiary. Any other benefits that become payable under my certificate will be paid to me. I name the following person(s) as primary beneficiary(ies) for any MetLife payment upon my death. For any other type of beneficiary, please use a beneficiary designation form available from MetLife. Unless designated otherwise, payments will be made in equal shares to all designated beneficiaries or all to the survivor. I understand that I have the right to change this designation at any time.</p>								
Primary Beneficiary Full Name (Last, First, Middle Initial)			Relationship		Date of Birth (Mo./Day/Yr.)		Address (Street, City, State, Zip)]	
[Jane Doe			Wife		1/1/1973		21 Main St, Nosuch City, YJ 01234]	

CAREFULLY REVIEW ANY OF THE INFORMATION THAT HAS BEEN FILLED-IN ABOVE. IF ANY INFORMATION IS INCORRECT, PLEASE CHANGE IT TO SHOW THE CORRECT INFORMATION AND WRITE YOUR INITIALS NEXT TO THE CHANGE. IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING THE FORM, PLEASE CALL [1-XXX-XXX-XXXX].

[Notice: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.]

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

[*John Paul Doe*]

Signature of proposed insured

John Paul Doe

Print Name

7/7/2010]

Date (Mo./Day/Yr.)

Please Keep a Copy of This Form for Your Records

SERFF Tracking Number: META-127057103 State: Arkansas
 Filing Company: Metropolitan Life Insurance Company State Tracking Number: 48117
 Company Tracking Number: NY10-2 JD
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
 Limited Benefit
 Product Name: Blanket Accident * Health Insurance Forms
 Project Name/Number: CIC2009-H/NY10-2 JD

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Filed-Closed	03/02/2011
Bypass Reason:	The requirement listed above is not applicable for this filing submitted.		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Application	Filed-Closed	03/02/2011
Bypass Reason:	The requirement listed above is not applicable for this filing submitted.		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	NAIC Transmittal Document 1-1-2009 [AR]	Filed-Closed	03/02/2011
Comments:	NAIC Transmittal Document 1-1-2009 [AR]		
Attachment:	L-A&H NAIC Transmittal Document 1-1-2009 [AR].pdf		

		Item Status:	Status Date:
Satisfied - Item:	ARCERTREAD	Filed-Closed	03/02/2011
Comments:	ARCERTREAD		
Attachment:	ARCERTREAD.pdf		

		Item Status:	Status Date:

SERFF Tracking Number: META-127057103 *State:* Arkansas
Filing Company: Metropolitan Life Insurance Company *State Tracking Number:* 48117
Company Tracking Number: NY10-2 JD
TOI: H07G Group Health - Specified Disease - Limited Benefit *Sub-TOI:* H07G.001 Critical Illness
Product Name: Blanket Accident * Health Insurance Forms
Project Name/Number: CIC2009-H/NY10-2 JD

Satisfied - Item: NY Approval Letter **Filed-Closed** **03/02/2011**
Comments:
 NY Approval Letter
Attachment:
 NY Approval Letter.pdf

Item Status: **Status**
Date:
 Filed-Closed 03/02/2011

Satisfied - Item: NY Ins Law 4237 **Filed-Closed** **03/02/2011**
Comments:
 NY Ins Law 4237
Attachment:
 NY Ins Law 4237.pdf

Item Status: **Status**
Date:
 Filed-Closed 03/02/2011

Satisfied - Item: Policy Trust Agreement **Filed-Closed** **03/02/2011**
Comments:
 The requirement listed above is not applicable for this filing submitted.
Attachment:
 Policy Trust Agreement.pdf

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	Arkansas					
2.	Department Use Only						
	State Tracking ID						
3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
	Metropolitan Life Ins. Co. MSC 39.042 1095 Avenue of the Americas New York, NY 10036-6796	NY	Life & Health	241	65973	13-5581829	
4.	Contact Name & Address	Telephone #		Fax #		E-mail Address	
	John David MetLife, MSC 39.042 1095 Avenue of the Americas New York, NY 10036-6796	212-578-5954		212-578-3874		jdavid1@metlife.com	
5.	Requested Filing Mode	<input type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input checked="" type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____					
6.	Company Tracking Number	NY10-2 JD					
7.	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission Previous file # _____						
8.	Market	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise <input type="checkbox"/> Small <input checked="" type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____					
9.	Type of Insurance (TOI)	H07G Group Health – Specified Disease – Limited Benefit					
10.	Sub-Type of Insurance (Sub-TOI)	H07G.001 Critical Illness					
11.	Submitted Documents	<input checked="" type="checkbox"/> FORMS <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input checked="" type="checkbox"/> Certificate <input checked="" type="checkbox"/> Application/Enrollment <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other Rates <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> FILING OTHER THAN FORM OR RATE: SUPPORTING DOCUMENTATION <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input checked="" type="checkbox"/> Trust Agreements <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input checked="" type="checkbox"/> Other – Out of State Approval Information					

12.	Filing Submission Date	February 28, 2011	
13	Filing Fee (If required)	Amount _____ Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No	Check Date _____ Check Number _____
14.	Date of Domiciliary Approval	January 20, 2011	
15.	Filing Description:		
<p>We enclose final printed copies of a unique form of blanket accident and health insurance, which has been developed for use on a single case basis, and is being submitted as an informational filing pursuant to a letter from Amanda Capps Rose, dated February 16, 2011, to Sheila Kenny of MetLife. These forms are new and do not replace any forms previously filed with your Department. The enclosed critical injury insurance is being used in connection with the settlement of claims alleging exposure to hazardous substances in the course of rescue, recovery and/or clean up activities following the attack on the World Trade Center that occurred on September 11, 2001. This insurance is a small part of a much larger settlement package. By agreeing to the settlement, a plaintiff automatically becomes eligible for the insurance coverage.</p> <p>The blanket policy is being issued in New York to a trust that was created by the plaintiffs to act as the policyholder. The trustee is JP Morgan Chase Bank. A copy of the trust agreement is attached for your information as is a copy of the policy form. Of the approximately 10,000 people who are being covered, we are aware of 2 who are currently residents of Arkansas. The certificate and enrollment forms we are submitting are the certificate and enrollment forms that may be issued to those 2 Arkansas residents. The forms and the group were approved by the New York Insurance Department as discretionary blanket insurance under section 4237(a)(3)(F) of the New York Insurance Law on January 20, 2011. A copy of the New York approval letter is attached for your information, as is a copy of New York Insurance Law section 4237.</p> <p>Under the forms in this submission, settling plaintiffs are insured against the future emergence of certain types of cancer for which they may be at heightened risk due to their alleged exposure to hazardous substances in the course of rescue, recovery and/or clean up activities following the attack on the World Trade Center. The premium for the policy was paid directly to MetLife by the defendant in a single lump sum. All insureds became covered on the same date, January 5, 2011, which was based upon the date the settlement became final. If an insured is diagnosed with a listed cancer during the term of the policy, the policy will pay a single lump sum benefit to that insured or his or her designated beneficiary. The benefit for the first six years will be \$100,000. After six years, the benefit will be equal to \$50,000 plus an additional amount, referred to as an "Experience Credit" of up to \$50,000 which will be based on the emerging experience under the policy. The Experience Credit will be revalued at the end of years eight, ten, twelve and fourteen. The revaluation may cause the Experience Credit to be adjusted downward, beginning in year nine, until the end of the 15 year term. When the 15 year term ends, if there is money left from the original premium, a renewal period of not more than two years will be provided. Additional renewal periods may also be provided based on experience, but all will be funded from the original premium. There will be no waiting period or preexisting conditions limitation, although the lump sum is only provided for a diagnosis made after the coverage effective date. Coverage will be provided for a pre or postmortem diagnosis.</p> <p>The covered cancers are lung cancer, cancer of the larynx, mesothelioma, leukemia, lymphoma and multiple myeloma. However people who have used tobacco products within the last five years will not be covered for lung cancer, cancer of the larynx or mesothelioma. Settling plaintiffs are required to complete an enrollment form which contains questions about age, gender, tobacco history and whether they have previously been treated or diagnosed for any of the covered cancers.</p> <p>The certificate and enrollment forms in this submission are as follows:</p> <p>CIC2009-N is the certificate form that will be issued to cover non-tobacco users. The conditions to be covered are defined as "Listed Conditions." The benefit payable is the Specified Amount, which is shown in the schedule. Coverage under the certificate is fully paid at the time the certificate is issued, and is non-cancelable. The only variable material is hypothetical "John Doe" data.</p> <p>CIC2009-T is the certificate form that will be issued to cover tobacco users. It is exactly the same as the non-tobacco users' certificate except that lung cancer, cancer of the larynx and mesothelioma are not listed conditions, and the tobacco user status in the schedule is preprinted to state "Tobacco User." The only variable material is hypothetical "John Doe" data.</p> <p>CIC2009-H is the certificate form that will be issued to cover non-tobacco users with a history of respiratory cancer. It is exactly the same as the tobacco users' certificate except that it has a definition for <i>Respiratory Cancer</i> and the Tobacco User designation in the schedule states "Non-Tobacco User (who was treated for or Diagnosed as having Respiratory Cancer before the Certificate Effective Date)". The only variable material is hypothetical "John Doe" data.</p> <p>CIGEF2009 is the enrollment form that the insured will be required to complete in order to obtain coverage. The enrollment form has been completed with hypothetical "John Doe" data, all of which is enclosed in brackets.</p> <p><u>Actuarial Data</u></p> <p>We are enclosing the rate manual used to determine the premium for coverage under the blanket policy.</p> <p>If you have any questions or comments that you feel could best be handled by contacting me, please feel free to do so via telephone, fax or e-mail (see the upper left-hand corner of page 1 of this letter).</p>			
16.	Certification (If required)		
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>			

Print Name John David Title Manager



Signature _____ Date: February 28, 2011

7.	Form Filing Attachment
This filing transmittal is part of company tracking number	NY10-2 JD
This filing corresponds to rate filing company tracking number	NY10-2 JD

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Certificate Form	CIC2009-H	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02	Certificate Form	CIC2009-N	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03	Certificate Form	CIC2009-T	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04	Enrollment Form	CIEF2009	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05	Policy Form	CIP2009	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number		NY10-2 JD		
This filing corresponds to form filing company tracking number		NY10-2 JD		
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing		%		
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01	Rate Book Table of rates	CIP2009	<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	

LH RFA-1



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
CIP2009	Blanket policy	52.51
CIC2009-H	Blanket Certificate	49.42
CIC2009-N	Blanket Certificate	50.65
CIC2009-T	Blanket Certificate	52.70

Michael F. Tietz
Vice President



STATE OF NEW YORK
INSURANCE DEPARTMENT
ONE COMMERCE PLAZA
ALBANY, NEW YORK 12257

David A. Paterson
Governor

James J. Wrynn
Superintendent

January 20, 2010

Refer to: Stephen L. Rings, JD
Associate Insurance Attorney

John B. David
Manager, Contract Compliance LTC
Metropolitan Life Insurance Company
1095 Avenue of the Americas
New York, NY 10036-6796

RE: CIP 2009; CIC 2009-N; CIC 2009-T; CIC 2009-H
File No. 2010060127/META-126673743

Dear Mr. David:

The above captioned blanket accident and health policy forms are hereby approved on a one case basis for insurance to the World Trade Center Litigation Settlement Insurance Policy Trust. The approval is subject to all explanations and assurances given to this Department.

Metropolitan has requested that the Superintendent exercises his discretionary authority under Section 4237(a)(3)(F) of the Insurance Law to recognize the policyholder as an eligible blanket policyholder. The policyholder is a trust offering insurance coverage for specific illnesses most likely contracted by settling plaintiffs as a result of their activities as responders following the collapse of the World Trade Center on September 11, 2001.

Only settling plaintiffs will be eligible for the coverage. It will not be marketed to the general public. The premium will be paid by defendants and will provide coverage for a number of specified medical conditions. Coverage will continue until at least 2025 and may be extended depending upon the experience under the policy.

Based upon the information furnished in your correspondence regarding this matter, we have determined that your request meets the requirements of Section 4237(a)(3)(F) of the Insurance Law and the policyholder is hereby recognized. Approval of the discretionary policyholder to which blanket accident and health insurance shall be issued should not imply or be construed as endorsing or encouraging any specific settlement terms between the litigating parties.

December 21, 2010

Page 2

With regard to the certificate forms identified above, approval of omissions or modifications to provisions contained in Article 32 are in accordance with the authority granted to the Superintendent under Section 3221(d)(1) of the Insurance Law.

This approval is also subject to the following specific conditions:

The company will submit to this Department a report of emerging experience of all business written by Met Life under the Critical Injury Insurance Program. Such report shall include an assessment of the appropriateness of all significant rating parameters and actuarial assumptions, methodology and techniques with recommendations as to any possible changes in rates for future business. The report shall list experience results for each policyholder separately and also be separated by type of critical illness insured. This review is intended to ensure that premiums charged remain reasonable in relation to benefits provided. The Department reserves the right to require additional detailed reports as financial experience on other considerations may dictate. The first report shall be due no later than July 1, 2012 and annually thereafter.

The explanation of variables for the above captioned forms appears acceptable in language and content and has been placed on file this date.

Duplicates bearing our stamp of approval will be sent via mail.

Very truly yours,

Louis Felice
Assistant Deputy Superintendent &
Bureau Chief, Health Bureau

SLR:dmwl

Close

INsource on the Web

New York
Insurance Code

INSURANCE LAW -- CHAPTER 28 OF THE CONSOLIDATED LAWS...Article 42 -- LIFE INSURANCE COMPANIES AND ACCIDENT AND HEALTH INSURANCE COMPANIES AND LEGAL SERVICES INSURANCE COMPANIES

Ins. Law s 4237

Blanket accident and health insurance

Former Citations Ins. Law s 222

(a)(1) Any policy or contract of insurance against death or injury resulting from accident which insures a group of persons conforming to the requirements of one of the subparagraphs (A) through (F) of paragraph three hereof shall be deemed a blanket accident policy.

(2) Any policy or contract which insures a group of persons conforming to the requirements of subparagraph (C), (E) or (F) of paragraph three hereof against total or partial disability, excluding such disability from accident, shall be deemed a blanket health insurance policy.

(3) Any policy or contract of insurance which combines the coverage of blanket accident insurance and of blanket health insurance on such a group of persons shall be deemed a blanket accident and health insurance policy:

(A) Under a policy or contract issued to any railroad, steamship, motorbus or airplane carrier of passengers, which shall be deemed the policyholder, a group defined as all persons who may become such passengers may be insured against death or bodily injury either while, or as a result, of, being such passengers.

(B) Under a policy or contract issued to an employer, who shall be deemed the policyholder, covering any group of employees defined by reference to exceptional hazards incident to such employment, insuring such employee against death or bodily injury resulting while, or from, being exposed to such exceptional hazards.

(C) Under a policy or contract issued to a college, school, or other institution of learning or to the head or principal thereof, who or which shall be deemed the policyholder.

(D) Under a policy or contract issued in the name of

(i) any county, city, town, village or fire district.

(ii) any duly organized fire department, or fire company, of any such municipal corporation or fire district, whether or not any such corporation has been incorporated under any general or special law.

(iii) any fire corporation incorporated under or subject to the provisions of section one thousand four hundred two of the not-for-profit corporation law, or any general or special law, if such corporation is by law under the general control of, or recognized as a fire corporation by, the governing board of a city, town, village or fire district, which municipal corporation, fire district, fire

department, fire company or fire corporation, as the case may be, shall be deemed the policyholder, covering all, but not less than twenty-five, volunteer members of such department, company or corporation. A district corporation which has the general powers of and operates as a fire district shall be considered a fire district for the purposes of this paragraph. A volunteer fireman whose services are offered and accepted pursuant to the provisions of section two hundred nine-i of the general municipal law shall be deemed a volunteer member of any such fire department, fire company or fire corporation except for the purpose of determining the minimum number of twenty-five volunteer members for which any such policy or contract must provide coverage. Any such policy or contract issued to a municipal corporation or a fire district shall be subject to any limitations on the amount, coverage or benefits as are set forth in any applicable general, special or local law or city or village charter.

(E) Under a policy or contract issued to and in the name of an incorporated or unincorporated association of persons having a common interest or calling, which association shall be deemed the policyholder, having not less than fifty members, covering all the members of such association or if part or all of the premium is to be derived from funds contributed by the insured members and if the opportunity to take such insurance is offered to all eligible members, then such policy must cover not less than seventy-five percent of any class or classes of members determined by conditions pertaining to membership in the association.

(F) Under a policy or contract issued to insure; (i) any other substantially similar group approved by the superintendent as eligible for insurance under a blanket accident and health insurance policy or contract; or (ii) any other group approved by the superintendent upon a finding that: (I) there is a common enterprise or economic or social affinity or relationship; (II) the premiums charged are reasonable in relation to the benefits provided; and (III) the issuance of the policy would result in economies of acquisition or administration, would be actuarially sound, and would not be contrary to the best interest of the public. The superintendent shall promulgate regulations setting forth any such groups that have been accepted as qualifying pursuant to this subparagraph.

(b) All benefits under any blanket accident, blanket health or blanket accident and health insurance policy shall be payable to the person insured, or to his designated beneficiary or beneficiaries, or to his estate, except that if the person insured be a minor, such benefits may be made payable to his parent, guardian, or other person actually supporting him, or to a person or persons chiefly dependent upon him for support and maintenance.

(c) This section shall not affect the legal liability of policyholders for the death of or injury to, any such member of such group.

(d)(1) Any dividend hereafter apportioned on any participating blanket insurance policy, or any rate reduction hereafter made or continued on any non-participating blanket policy for the first or any subsequent year of insurance under any such policy heretofore or hereafter issued under item (ii) of subparagraph (F) of paragraph three of subsection (a) of this section may be applied to reduce the policyholder's part of the cost of such policy, except that the excess, if any, of the insured's aggregate contribution under the policy over the net cost (gross premium less dividends or rate reductions) of the insurance shall be applied at the discretion of the insurer either as a cash payment to the insured or to reduce the insured's premium, unless the insured assigns the dividend or rate reduction to the policyholder. If a dividend or rate reduction is payable upon termination of the policy the insurer shall either make payment to the insured or to the policyholder upon receipt of a certification from the policyholder that the dividend or rate reduction will be distributed by the policyholder to the insureds or applied to reduce the insured's premium.

(2) The provisions of paragraph one of this subsection shall apply to New York residents insured under a policy issued in any other jurisdiction to a group which is not of the type described in subparagraphs (A) through (E) and item (i) of subparagraph (F) of paragraph three of subsection (a) of this section.

(e)(1) For the purposes of any policy or contract of insurance issued pursuant to this section, the term " employees " may include officers, managers, employees and retired employees of the employer, and of subsidiary or affiliated corporations of a corporate employer; and the individual proprietors, partners, employees and retired employees of affiliated individuals and firms controlled by the insured employer through stock ownership, contract or otherwise; and the individual proprietor or partners if the employer is an individual proprietorship or partnership.

(2) For purposes of subparagraph (B) of paragraph three of subsection (a) of this section, the term "employees" may also include the directors of the employer, and of subsidiary or affiliated corporations of a corporate employer.

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***** END DOCUMENT *****

POLICY TRUST AGREEMENT

THIS POLICY TRUST AGREEMENT (the "Trust Agreement") between Worby Groner Edelman & Napoli Bern LLP and Sullivan Papain Block McGrath & Cannavo P.C. (hereinafter referred to collectively as the "Plaintiffs' Liaison Counsel"), and JP Morgan Chase Bank, NA, a national banking association with offices at 4 New York Plaza, 21st Floor, New York City, New York 10004 (hereinafter referred to as the "Trustee"). Plaintiffs' Liaison Counsel and the Trustee shall be referred to herein collectively as "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Plaintiffs' Liaison Counsel represent or otherwise act on behalf of plaintiffs who have settled their claims relating in any way to or arising out of the rescue, recovery and/or debris removal operations, activities and/or other alleged or actual conduct or omissions on and/or after September 11, 2001, including without limitation claims in Master Docket Nos. 21 MC 100, 21 MC 102, and 21 MC 103 in the United States District Court for the Southern District of New York (collectively, "Plaintiffs"), on terms set forth in the World Trade Center Litigation Settlement Process Agreement, As Amended ("Amended SPA");

WHEREAS, pursuant to the Amended SPA, certain Plaintiffs are entitled to apply for insurance under a certain critical injury insurance policy referred to as the Cancer Insurance Policy in the Amended SPA and issued by Metropolitan Life Insurance Company ("Insurer") ("Policy," as defined more fully below);

WHEREAS, Plaintiffs' Liaison Counsel desire to establish this trust under this Trust Agreement to hold and maintain the Policy and any Trust Property (as hereinafter defined);

WHEREAS, the Policy fulfills certain obligations under the Amended SPA with respect to insurance coverage for eligible Plaintiffs as set forth in the Amended SPA; and

WHEREAS, the Policy issued by the Insurer will be held by the Trustee subject only to the provisions of this Trust Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

As used in this Trust Agreement, the following terms shall have the meanings set forth below.

"Plaintiff Representative" shall mean the person or persons whom Plaintiffs' Liaison Counsel certifies to the Trustee in writing from time to time to act for the Plaintiffs' Liaison Counsel in all matters relating to this Trust Agreement. The Plaintiff Representative shall be listed and described in Exhibit A as amended from time to time.

“Insurer” shall mean Metropolitan Life Insurance Company, a licensed insurance carrier incorporated in New York with a place of business at 200 Park Avenue, New York, New York, and authorized to issue the Policy to the Trust in the State of New York.

“Person” shall mean any individual, partnership (whether general or limited), corporation (including a business trust), joint stock company, limited liability company, trust, estate, association, custodian, nominee, joint venture or other entity, or a government or any political subdivision or agency thereof.

“Policy” shall mean the Policy and form Certificates (collectively referred to as the Cancer Insurance Policy in the Amended SPA), issued by the Insurer in favor of the Trust, as policyholder, and as described in Exhibit “C” to the Amended SPA , together with the related certificates and any policies substituted therefore and delivered to the Trustee under this Trust, in accordance with Sections II and XVII of the Amended SPA.

ARTICLE II CREATION AND PURPOSE OF THE TRUST

Section 1. The trust created by this Trust Agreement shall be known as the World Trade Center Litigation Settlement Insurance Policy Trust (the “Trust”).

Section 2. The property listed in Exhibit B annexed hereto and made a part hereof, is hereby transferred and delivered to the Trustee in a sealed envelope(s) bearing the signature of a duly designated officer of the [Plaintiffs’ Liaison Counsel or Plaintiff Representative] set forth on [Exhibit A?]. The Trustee hereby acknowledges receipt of such property and agrees to hold such property and any other Trust Property (as hereinafter defined), in trust subject to the provisions of this Trust Agreement.

Section 3. In addition to the trust property set forth on Exhibit B, Plaintiffs’ Liaison Counsel may transfer or cause the transfer of and the Trustee shall hold additional insurance policies in a sealed envelope(s) bearing the signature of a duly designated officer of the [Plaintiffs’ Liaison Counsel or Plaintiff Representative] set forth on [Exhibit A?] in a form acceptable to the Trustee, all of which, collectively, shall be the “Trust Property.”

Section 4. This Trust Agreement is entered into and the Trust hereunder is created to hold the Policy and the other Trust Property.

Section 5. The Trust shall be the Policyholder of the Cancer Insurance Policy and shall act through the Plaintiff Representative.

ARTICLE III PLAINTIFF REPRESENTATIVE

Section 1. Any provision hereof to the contrary notwithstanding, the Plaintiff Representative shall have the following rights and duties:

- (a) To direct the Trustee with respect to all decisions regarding the application for and maintenance of the Policy and any other policies held in the Trust;
- (b) To consult and cooperate with the Insurer in the implementation of the Policy and any other policies;
- (c) To amend Exhibits A, and B from time to time, consistent with Article VII, Section 8 of this Agreement;
- (d) To arrange for and assist in the provision and administration of the Policy and any other policies held in the Trust, including but not limited to consulting with attorneys, accountants and other skilled persons approved by Plaintiffs' Liaison Counsel;
- (e) To perform any other related administrative duties in connection with this Trust Agreement including directing the Trustee to receive and deliver the Certificates to the appropriate Persons that the Plaintiff Representative deems in the best interest of this Trust; and,
- (f) To appoint a successor trustee, if necessary.

Section 2. The Plaintiff Representative may delegate any of its rights or duties specified herein to one or more delegates, which delegation shall be effective upon written notice delivered to and accepted by the Trustee, subject to the Trustee's internal compliance requirements.

Section 3. Except as otherwise provided expressly under this Trust Agreement, notices, advices, instructions and directions of the Plaintiff Representative may be given to the Trustee by letter, fax, or by any other method(s) the Trustee deems in writing to be acceptable ("Directions"). The Trustee may rely upon any Directions it reasonably believes in good faith were delivered by or on behalf of the Plaintiff Representative, without further investigation, in taking any actions or omitting to take any actions under this Trust Agreement, until the Trustee receives Directions to the contrary from the Plaintiff Representative.

ARTICLE IV TRUST ADMINISTRATION AND COMPENSATION

Section 1. The Trustee undertakes only such rights, powers, obligations, undertakings and duties as are specifically set forth in this Trust Agreement. No implied obligations, undertakings or duties shall be read into this Trust Agreement. The Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the Plaintiffs' Liaison Counsel and the Insurer, in connection herewith, other than those agreements, instruments or documents listed on Exhibit B, as amended and supplemented from time to time in accordance with the provisions of this Trust Agreement. This Trust Agreement sets forth all matters pertinent to the trust contemplated hereunder, and no additional obligations of the Trustee shall be inferred from the terms of this Trust Agreement or any other agreement, including but not limited to the Amended SPA. IN NO EVENT SHALL THE TRUSTEE BE LIABLE, DIRECTLY OR INDIRECTLY,

FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF THE TRUSTEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 2. Other than the Trust Property, the Trust shall hold no assets. In accordance with Article III, because of the specialized nature of the Policy and the other Trust Property, the Plaintiff Representative shall be solely responsible on behalf of the Policyholder for the administration of the Trust Property. The Trustee shall, at the Direction of the Plaintiff Representative, execute and deliver: (a) applications for insurance in connection with the Policy and other policies, if any, including renewals or replacements thereof, and (b) such other agreements, documents and instruments as directed by the Plaintiff Representative.

Section 3. The Trustee shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a final adjudication of a court of competent jurisdiction determines that the Trustee's gross negligence or willful misconduct was the primary cause of any loss. The Trustee may execute any of its powers and perform any of its duties hereunder directly or through attorneys. The Trustee may consult with counsel, accountants and other skilled persons to be selected and retained by it. Except to the extent that a final adjudication of a court of competent jurisdiction determines that the Trustee's gross negligence or willful misconduct was the primary cause of any loss, the Trustee shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Trustee shall be uncertain or believe there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party which, in its opinion, conflict with any of the provisions of this Trust Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in trust until it shall be given a direction in writing by the Plaintiff Representative which eliminates such ambiguity or uncertainty to the satisfaction of Trustee or by a final and non-appealable order or judgment of a court of competent jurisdiction. Plaintiffs' Liaison Counsel agree to pursue any redress or recourse in connection with any dispute with the Plaintiff Representative's delegate, Plaintiff, or any other Person, if any, without making the Trustee a party to the same.

Section 4. The Trustee shall be entitled to receive as compensation, the fees and routine out-of-pocket administrative expenses set forth in Exhibit C, together with reimbursement, upon request, for all other reasonable expenses incurred or made by it pursuant to any Direction of the Plaintiff Representative or pursuant to the terms hereof. [WTC Captive not a Party to this Trust Agreement]

ARTICLE V LIMITATION ON TRUSTEE LIABILITY

Section 1. The Trustee shall be, and hereby is, indemnified and held harmless by the Plaintiffs' Liaison Counsel from any and all losses, liabilities, claims, proceedings, suits, demands, penalties, costs and expenses, including without limitation fees and expenses of outside counsel and experts and their staffs and all expenses of document location, duplication

and shipment and of preparation to defend any of the foregoing (“Losses”), which may be incurred by it as a result of its execution, delivery or performance of this Trust Agreement, unless such Losses shall have been finally adjudicated to have been primarily caused by the willful misconduct or gross negligence of the Trustee, and the provisions of this Section shall survive the resignation or removal of the Trustee and the termination of this Trust Agreement.

Section 2. No provision of this Trust Agreement shall require the Trustee to expend or risk funds or otherwise incur any financial liability in the performance of any of its rights or powers hereunder, if the Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it.

Section 3. The Trustee shall be under no obligation to institute, conduct or defend any litigation under or in relation to this Trust Agreement or otherwise, unless some other Person acceptable to the Trustee and the Plaintiff Representative shall have offered to the Trustee security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities that may be incurred by the Trustee therein or thereby. The Trustee shall be under no obligation to appear in, prosecute or defend any action, or to take any other action other than the giving of notices, which in its opinion may require it to incur any out-of-pocket expense or any liability unless it shall be furnished with such security and indemnity against such expense or liability as it may reasonably require.

Section 4. The right of the Trustee to perform any discretionary act enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be liable or accountable for the performance of any such act except as specifically provided herein.

Section 5. The Trustee shall not have any duty or obligation to manage, control, prepare, file or maintain any report, license or registration, use, sell, dispose of or otherwise deal with Trust Property, or otherwise to take or refrain from taking any action under or in connection with this Trust Agreement, except as expressly required hereby.

Section 6. The Trustee shall incur no liability if, by reason of any provision of any present or future law or regulation thereunder, or by any force majeure event, including but not limited to natural disaster, war or other circumstances beyond its reasonable control, the Trustee shall be prevented or forbidden from doing or performing any act or thing which the terms of this Trust Agreement provide shall or may be done or performed, or by reason of any exercise of, or failure to exercise, any action provided for in this Trust Agreement.

ARTICLE VI AMENDMENTS AND TERMINATION

Section 1. This Trust Agreement and the Trust shall be revocable, and the Plaintiffs’ Liaison Counsel and/or the Plaintiff Representative shall have the power to revoke, alter, amend, modify or terminate the same by an instrument executed and acknowledged by it and delivered to the Trustee. Notwithstanding the foregoing, and as set forth in Article VII Section 8, the Trustee’s duties may not be modified without its written consent.

Section 2. Upon the termination of the Trust, any Trust Property then in effect shall be distributed to Plaintiffs' Liaison Counsel in accordance with Directions provided by the Plaintiff Representative.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 1. The Plaintiff Representative shall furnish to the Trustee such records and other information as shall be necessary for the administration of the Trust and the Trust Property for the performance of the Trustee's duties hereunder. THE TRUSTEE AGREES THAT THIS TRUST AGREEMENT AND ALL RECORDS, INFORMATION AND DATA DELIVERED HEREUNDER (IN ANY FORM, MEDIUM OR FORMAT, INCLUDING IN WRITTEN, ELECTRONIC AND VERBAL FORM) AND ALL RELATED DOCUMENTS, INSTRUMENTS AND AGREEMENTS, INCLUDING THE TRUST PROPERTY DELIVERED IN CONNECTION HERewith, SHALL BE TREATED AS STRICTLY CONFIDENTIAL AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTY EXCEPT: (A) WITH THE PRIOR WRITTEN CONSENT OF THE PLAINTIFF REPRESENTATIVE, OR (B) AS REQUIRED BY LAW OR THE TRUSTEE'S REGULATORS OR THE REGULATORS OF THE TRUSTEE'S PARENT.

Section 2. The Trustee shall furnish promptly to the Plaintiff Representative copies of all correspondence or other documents received from the Insurer concerning the Policy or any other Trust Property held under this Trust.

Section 3. No Person, including but not limited to the Plaintiffs, other than Plaintiffs' Liaison Counsel shall have any right, title or interest in or to the Trust or any part thereof.

Section 4. The Trustee or any successor Trustee may resign effective sixty (60) days after delivery of written notice thereof to the Plaintiff Representative or at such other time as may be mutually agreed upon between the Parties. Upon receipt of such notice, the Plaintiff Representative shall appoint a successor trustee and the resigning trustee shall deliver Trust Property together with any related correspondence or other documents to such successor Trustee. If the Plaintiff Representative has failed to appoint a successor prior to the expiration of sixty (60) days following receipt of the notice of resignation or removal, the Trustee may appoint a successor or petition any court of competent jurisdiction for the appointment of a successor trustee or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

Section 5. A successor trustee appointed hereunder shall have the same rights, immunities, and duties conferred or imposed herein on the Trustee; provided, however, that a successor trustee shall not be liable for the acts or neglect of any predecessor trustee.

Section 6. Except as otherwise provided herein with respect to Directions, any notice and other communications required or permitted hereunder shall be in writing and given by fax or nationally recognized overnight courier delivery service addressed as follows. All such notices and other written communications shall be deemed to be given at the time of confirmed

facsimile transmission, or the date of delivery in the case of personal delivery or delivery by a nationally recognized overnight courier, as the case may be.

If to the Plaintiff Representative:

William Groner
c/o Worby Groner Edelman, LLP
11 Martine Avenue, Penthouse
White Plains, NY 10606
Ph: 866-660-2937

If to the Trustee:

JPMorgan Chase Bank, NA
Escrow Services
4 New York Plaza, 21st Floor
New York City, New York 10004
Attention: Chris Palermo and Joan King-Francois
Fax: 212-623-6168 / 6380

Section 7. This Trust Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Section 8. This Trust Agreement may not be assigned or amended without the express written consent of all Parties.

Section 9. Except as otherwise expressly provided herein to the contrary, this Trust Agreement shall be binding upon and inure solely to the benefit of the Parties, the Plaintiffs, and their successors and permitted assigns, and nothing herein is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Trust Agreement.

Section 10. Any banking association or corporation into which the Trustee may be merged, converted or with which the Trustee may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any banking association or corporation to which all or substantially all of the escrow or custody business of the Trustee shall be transferred, shall succeed to all the Trustee's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the Parties, anything herein to the contrary notwithstanding.

Section 11. Plaintiffs' Liaison Counsel have provided the Escrow Agent with their respective fully executed Internal Revenue Service ("IRS") Form W-8, or W-9 and/or other required documentation.

Section 12. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires the Trustee to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, Plaintiffs' Liaison Counsel acknowledge that Section 326 of the USA PATRIOT Act and the Trustee's identity verification procedures require the Trustee to obtain information which may be used to confirm Plaintiffs' Liaison Counsel's identity including without limitation name, address and organizational documents ("identifying information"). Plaintiffs' Liaison Counsel agree to provide the Trustee with and consent to the Trustee obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Trustee.

Section 13. In the event that any Trust Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Trust Agreement, and the Trustee obeys or complies with any such writ, order or decree, it shall not be liable to any of the Parties or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated; provided, however, that subject to any applicable legal restrictions, where reasonably possible the Trustee shall give advance written notice to the Plaintiff Representative of any proceeding of which the Trustee becomes aware where such a writ, order or decree is sought, and if advance notice is not reasonably possible, as soon as possible after the writ, order or decree is received, to permit the Plaintiff Representative to seek at his or her own expense legal protection against the actual or potential writ, order or decree. If requested by the Plaintiff Representative, the Trustee shall cooperate reasonably in the defense of such actual or potential writ, order or decree.

ARTICLE VIII
SITUS AND CONSTRUCTION OF TRUST

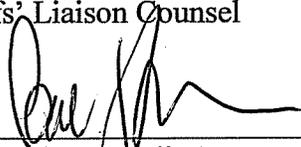
Section 1. All questions pertaining to the Trust's validity, construction, and administration shall be determined in accordance with the laws of the State of New York without regard to principles of conflicts of law. Plaintiffs' Liaison Counsel irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of New York. Plaintiffs' Liaison Counsel further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Trust Agreement.

Section 2. The Trustee shall execute and deliver any and all Trust documents and perform its duties as required hereunder with the State of New York at the address first indicated above.

* * *

IN WITNESS WHEREOF, the undersigned Parties to this Trust Agreement have hereunto set their hands and seals as of the day and year first above written.

Plaintiffs' Liaison Counsel

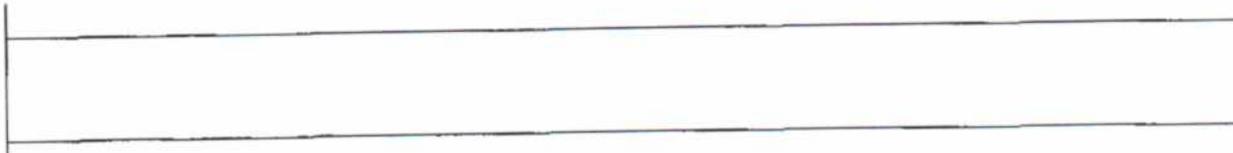
By: 
Paul J. Napoli, Esq.
Worby Grøner Edelman & Napoli Bern LLP

By: _____
Nicholas Papain, Esq.
Sullivan Papain Block McGrath & Cannavo

Trustee
JPMorgan Chase Bank, NA as Trustee

By: _____
Christopher Palermo
Assistant Vice President

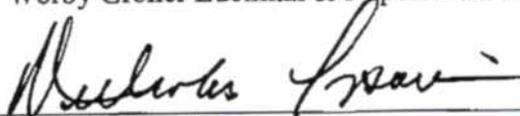
IN WITNESS WHEREOF, the undersigned Parties to this Trust Agreement have hereunto set their hands and seals as of the day and year first above written.



Plaintiffs' Liaison Counsel

By: _____

Paul J. Napoli, Esq.
Worby Groner Edelman & Napoli Bern LLP

By:  _____

Nicholas Papain, Esq.
Sullivan Papain Block McGrath & Cannavo

Trustee
JPMorgan Chase Bank, NA as Trustee

By: _____

{Name} Christopher Palermo
{Title} Assistant Vice President

IN WITNESS WHEREOF, the undersigned Parties to this Trust Agreement have hereunto set their hands and seals as of the day and year first above written.

Plaintiffs' Liaison Counsel

By: _____
Paul J. Napoli, Esq.
Worby Groner Edelman & Napoli Bern LLP

By: _____
Nicholas Papain, Esq.
Sullivan Papain Block McGrath & Cannavo

Trustee
JPMorgan Chase Bank, NA as Trustee

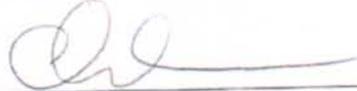
By: _____

Christopher Palermo
Assistant Vice President

EXHIBIT A

Plaintiff Representative

The Plaintiff Representative shall be William Groner and any substitutes or successors thereto as designated in writing by Plaintiffs' Liaison Counsel.

	<u>Name</u>	<u>Telephone Number</u>	<u>Address</u>
1.	William Groner, Esquire 	866-660-2937	Worby Groner Edelman, LLP 11 Martine Avenue, Penthouse White Plains, NY 10606
2.			

EXHIBIT B

Trust Property

The Trust Property shall be:

(1) the Policy issued by the Insurer effective as of November 16, 2010, as amended from time to time; and

(2)

any other property transferred to the Trustee as permitted under this Trust Agreement.

EXHIBIT C

Trustee's Fee Schedule

J.P.Morgan

Schedule of Fees for TrustCustodial Services

Based upon our current understanding of your proposed transaction, our fee proposal is as follows:

Account Acceptance Fee\$ 50,000.00

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

Annual Administration Fee \$ WAIVED

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-ration for partial years.

Extraordinary Services and Out-of-Pocket Expenses

Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at the Bank's then standard rate. Disbursements, receipts, investments or tax reporting exceeding 25 items per year may be treated as extraordinary services thereby incurring additional charges. The Trustee may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Trustee, including but not limited to, transaction, maintenance, balance-deficiency, and service fees and other charges, including those levied by any governmental authority.

Disclosure & Assumptions

- Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review. JPMorgan reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or conditions or other factors change from those used to set our fees.
- There shall be no funds deposited or invested pursuant to the Policy Trust Agreement.
- Payment of the invoice is due upon receipt.

Compliance

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account. We may ask for information that will enable us to meet the requirements of the Act.