

**MetLife Auto & Home**  
Metropolitan Property and Casualty Insurance Company  
700 Quaker Lane, Warwick, RI 02887

**Legal Services Plan  
Certificate of Coverage**

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

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

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887.

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

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

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

**Here is an Outline of What's Inside:**

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**Definitions to Help You Understand the Plan**

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

**Policyholder** means the Policyholder listed in the Declarations Pages.

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

**Covered Person** means a Participating Employee, and if Dependent coverage is in effect, his or her Dependents, including newborns, as defined in the Declarations Pages, unless the policy provides no dependent coverage whatsoever for the employee's insurance class.

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

**Metropolitan** means Metropolitan Property and Casualty Insurance Company.

**Participating Employee** means an employee who participates in the Plan.

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

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

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

## **How The Group Legal Services Plan Works**

To use the Group Legal Services Plan, a Covered Person can call Our Client Service Center, visit Our web site, or go to a Plan Attorney they have already used. The Covered Person should be prepared to identify themselves as a participant in the Group Legal Services Plan. There is no need to contact the Client Service Center before obtaining covered legal services, however the person must be a participant in the Group Legal Services Plan at the time the service is obtained in order for such service to be covered.

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

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

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

### **If a Plan Attorney is Used**

A Plan Attorney will advise on:

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

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

### **If a non-Plan Attorney is Used**

If the Covered Person decides to use a non-Plan Attorney, he or she must notify MetLife Legal Plans. There is no time limit for notifying MetLife Legal Plans. Once MetLife Legal Plans has been notified, MetLife Legal Plans will send the Covered Person a claim form and informational material including a Non-Plan Attorney Fee Schedule within 15 days of the notice. If the material is not received within 15 days, the claim for payment will not be denied. After the matter is finished, the claim form must be completed and returned to MetLife Legal Plans with the attorney's final bill. Within 60 days of MetLife Legal Plans's receipt of the completed claim form and final bill, We will pay the Covered Person up to the amount stated in the Non-Plan Attorney Fee Schedule. The Covered Person receiving services from the non-Plan Attorney will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by MetLife Legal Plans. There can be no payment if the form is not submitted.

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

## **Requirements For Coverage**

All Eligible Employees may participate in the Plan.

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

Eligible Employees may enroll in the Plan:

- during the initial enrollment period established by the Policyholder; or
- during any subsequent annual enrollment period.

If You enroll during the initial enrollment period, coverage will begin on the Effective Date of the group policy. If You enroll during a subsequent annual enrollment period, coverage will be effective at the beginning of the next Plan Year. Each time You enroll or re-enroll You are agreeing to participate for the full Plan Year.

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

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

## Services That Are Covered

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

## Services With Limited Coverage

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

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

## Services That Are Not Covered

Covered Legal Services will not be provided for:

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

- Any matter for which an attorney-client relationship arose before You became eligible for the Covered Legal Services under the Plan.
- Amounts due to third parties such as:
  - court costs, filing fees or recording fees;
  - fines;
  - judgments;
  - witness fees; or
  - transcripts.
- Any matter deemed by Us to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

## How Insurance Coverage Ends

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

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

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

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

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

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

## Other Important Information

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

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

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

**Time Limit on Legal Actions.** A legal action on a claim for Covered Legal Services may only be brought against Metropolitan during a certain period. This period begins 60 days after the date proof is filed and ends 3 years after the date such proof is required.