

Employee Benefits Proposal

Group Critical Illness Insurance

Attained Age Rate Structure

Team, Inc.

Employee Paid Offer

Proposal Date: 9/4/2018

Proposal Valid Until: 12/3/2018

Sold Customer Effective Date: 1/1/2019

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[New NS-OHIV][3.5]

[Sold]

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Group Critical Illness Benefits

MetLife is pleased to offer you an opportunity to provide your employees with financial protection through our Group Critical Illness Insurance as part of our robust portfolio of voluntary products. Critical Illness Insurance provides features that could be valuable to your employees, including:

- ✓ Portability through Continued Insurance with Premium Payment which gives employees the ability to keep their existing coverage when their employment status with the employer changes;¹
- ✓ No coordination with other insurance benefits;
- ✓ Employees are paid a lump-sum benefit that they can use as they feel necessary.
- ✓ Employees and their families will have access to discounts or services through MetLife Advantagessm that will provide them actionable tools and resources to help them navigate life's twists and turns.²

MetLife Critical Illness Insurance can complement existing medical coverage and help fill financial gaps caused by out-of-pocket expenses such as mortgage payments, college tuition, hiring household help, or treatment not covered by your medical plan. Benefits are paid regardless of what is covered by medical insurance. Payments are made directly to covered employees to spend as they choose.

General Enrollment Strategy Requirements

MetLife requires the employer to enable MetLife to raise awareness of the program among employees by communicating relevant information in an appropriate manner. Employer obligations include:

1. Premiums collected via payroll deduction;
2. Agreed upon enrollment method specified in this proposal including on-site enrollment support;
 - Distribution of all required enrollment materials identified by MetLife.
 - Communication through a minimum of 3 employee touch points (e.g. education through materials, emails, intranet/newsletters, onsite meetings).
3. No competing Critical Illness plan programs.

Failure to meet the requirements outlined above and/or changes to the agreed upon enrollment strategy will likely result in changes to this offering, including an increase in product rates, a change to the rate guarantee period or the program not being offered.

MetLife's proposal assumes an employer's agreement to provide the required enrollment strategy.

It is possible that combining ERISA benefit plans and voluntary insurance benefits on the same enrollment ballot may cause some voluntary insurance benefits to be deemed ERISA plans. There are steps that you can take in placing voluntary benefits on your ERISA ballot that can mitigate the risks. Specifically, segregating the ERISA and non-ERISA offerings on the ballot. We urge you to consult with your own advisor(s) on this matter.

¹ Eligibility for portability through the Continued Insurance with Premium Payment provision may be subject to certain eligibility requirements and limitations. For more information, contact your MetLife representative.

² MetLife Advantages may not be available in all states

The following section describes the specific program design, provisions and rates being proposed for this group customer.

Proposal Assumptions	
Situs State:	TX <u>Residents of most states will be covered by the situs state plan. Residents of certain states will be covered by a state specific certificate of insurance due to these states having extraterritorial laws. For specific state variations on Program Design, Benefits, Limitations and Exclusions, please contact MetLife.</u>
Standard Industry Classification (SIC)	7389
Number of Eligible Employees	5,180
Employee Eligibility	<ul style="list-style-type: none"> • Employees will be subject to an actively at work requirement. • An employee must be enrolled for coverage for their Spouse / Domestic Partner and / or Dependent Child(ren) to be eligible for coverage. Child(ren) are eligible for coverage from birth to age 26. • Spouses / domestic partners and dependent child(ren) must not be subject to any medical restrictions as set forth on the enrollment form and in the Certificate. Coverage for Domestic Partners varies by state. The definitions of Domestic Partner and Children vary by state. • Retirees are not eligible to enroll. • VT residents are required to be eligible for coverage if they work at least 17.5 hours a week. NH residents are required to be eligible for coverage if they work at least 15 hours a week. • The demographics and details of potential covered insureds living and working outside the United States should be discussed with your MetLife representative. This product has contractual exclusions and limitation on claims events that occur overseas; as well as eligibility restrictions for dependents that live outside the United States for an extended period of time.
Takeover	No
Contributions	100% Employee paid
Commissions	Level 20% first year and subsequent years. Heaped commissions may be available depending on the final agreed-upon enrollment strategy. Please ask your MetLife representative for details
Enrollment Method	On Ballot
Implementation Timeline	The minimum lead time required to implement your plan is dependent on the method by which the plan will be billed and will be between 10 and 16 weeks from the date of the initial implementation meeting.

Plan Design	
Underwriting Offer	Guaranteed Issue ³
Benefit Amount	<p>Employees will be offered a choice of \$10,000 or \$20,000 Guaranteed Issue Coverage. Their Spouse/Domestic Partner will be offered 100% and child(ren) will be offered 50% of employee benefit amount.</p> <p>Benefits are paid directly to the employee based on flat schedule (not reimbursement) and there is no coordination with other insurance coverage. An assignment of benefits to a hospital or healthcare facility will be available when required by applicable law.</p>
Total Benefit Amount (TBA)	500% of the initial benefit amount elected. MetLife will pay benefits for each covered person until the Total Benefit Amount for that person is reached.
Pre-Existing Condition Limitation	Not Included
Portability (Continuation of Insurance with Premium Payment)⁴	Will be made available on a direct bill basis for terminated and retired employees at active group rates.
Survival Period	None

³ Coverage is guaranteed provided (1) the employee is actively at work and (2) dependents are not subject to medical restrictions as set forth on the enrollment form and in the Certificate. Some states require the insured to have medical coverage. Additional restrictions apply to dependents serving in the armed forces or living overseas.

⁴ Eligibility for portability through the Continued Insurance with Premium Payment provision may be subject to certain eligibility requirements and limitations. For more information, contact your MetLife representative.

Plan Design ⁵		
<u>Benefit for Covered Conditions</u>	<u>Initial Benefit</u>	<u>Recurrence Benefit</u>
Alzheimer's Disease	100% of Benefit Amount	NONE
Coronary Artery Bypass Graft	100% of Benefit Amount	50% of Benefit Amount
Full Benefit Cancer	100% of Benefit Amount	50% of Benefit Amount
Partial Benefit Cancer	25% of Benefit Amount	12.5% of Benefit Amount
Heart Attack	100% of Benefit Amount	50% of Benefit Amount
Kidney Failure	100% of Benefit Amount	NONE
Major Organ Transplant	100% of Benefit Amount	NONE
Stroke	100% of Benefit Amount	50% of Benefit Amount
Occupational HIV	100% of Benefit Amount	NONE
Listed Conditions:	<p><u>Receive 25% of the initial benefit amount for 22 conditions:</u></p> <p>Addison's disease (adrenal hypofunction); amyotrophic lateral sclerosis (Lou Gehrig's disease); cerebrospinal meningitis (bacterial); cerebral palsy; cystic fibrosis; diphtheria; encephalitis; Huntington's disease (Huntington's chorea); Legionnaire's disease; malaria; multiple sclerosis (definitive diagnosis); muscular dystrophy; myasthenia gravis; necrotizing fasciitis; osteomyelitis; poliomyelitis; rabies; sickle cell anemia (excluding sickle cell trait); systemic lupus erythematosus (SLE); systemic sclerosis (scleroderma); tetanus; and tuberculosis.</p> <p>A Covered Person may only receive one benefit payment for a Listed Condition in his/her lifetime.</p>	
Benefit Suspension Period	<p>After a covered condition occurs there is a 365 days Benefit Suspension Period during which the plan does not pay Recurrence benefits. The Benefit Suspension Period does not apply to first occurrences of distinct covered conditions.</p> <p>We will not pay Recurrence benefits for Full Benefit Cancer or Partial Benefit Cancer benefits unless the insured has not been treated nor had symptoms for at least 180 days.</p>	

Other Benefits	
Health Screening Benefit	<p>If a covered person takes one of the screening/prevention measures listed below while such covered person is insured under the certificate MetLife will pay a health screening benefit upon submission of proof that such measure was taken. When MetLife receives such proof, MetLife will review it, and if MetLife approves the claim, MetLife will pay a health screening benefit of \$100.</p>

⁵ Ask your MetLife representative for information on other plan designs and benefits that may be available based on MetLife's guidelines, group size, underwriting and state requirements

	<p>The Covered Tests are: physical exam, biopsies for cancer, blood test to determine total cholesterol, blood test to determine triglycerides, bone marrow testing, breast MRI, breast ultrasound, breast sonogram, cancer antigen 15-3 blood test for breast cancer (CA 15-3), cancer antigen 125 blood test for ovarian cancer (CA 125), carcinoembryonic antigen blood test for colon cancer (CEA), carotid Doppler, chest x-rays, clinical testicular exam, colonoscopy, digital rectal exam (DRE), Doppler screening for cancer, Doppler screening for peripheral vascular disease, Echocardiogram, electrocardiogram (EKG), endoscopy, fasting blood glucose test, fasting plasma glucose test, flexible sigmoidoscopy, hemoccult stool specimen, hemoglobin A1C, human papillomavirus (HPV) vaccination, lipid panel, mammogram, oral cancer screening, pap smears or thin prep pap test, prostate-specific antigen (PSA) test, serum cholesterol test to determine LDL and HDL levels, serum protein electrophoresis, skin cancer biopsy, skin cancer screening, skin exam, stress test on bicycle or treadmill, successful completion of smoking cessation program, tests for sexually transmitted infections (STIs), thermography, two hour post-load plasma glucose test, ultrasounds for cancer detection, ultrasound screening of the abdominal aorta for abdominal aortic aneurysms, and virtual colonoscopy.</p> <ul style="list-style-type: none"> • We will only pay one health screening benefit per covered person per calendar year. • Health Screening Benefits are not available in all states. • MT residents will have a separate \$70 mammogram benefit.
<p>MetLife AdvantagesSM - Services or Discounts added at no additional cost to you or your employees</p>	<p>Will Preparation Services¹</p> <p>As an added benefit your employees will have access to MetLife's online will preparation services provided by SmartLegalForms to create a binding will, living will or assign a power of attorney.</p> <p>MetLife VisionAccess²</p> <p>As an added benefit your employees will have access to the MetLife VisionAccess discount program. The program provides a discount on eye exams, glasses and frames, and laser vision correction when visiting a participating private practice.</p> <p>Digital Legacy (MetLife Infinity)³</p> <p>As an added benefit your employees will be able to create an account from web, mobile and tablet devices where they can to upload, store and share digital assets including pictures, videos, audio files and documents. Assets are stored in collections where employees can share with family and friends through scheduled releases now or in the future. An employee can also set up a "trusted" individual who can release collections if the user becomes unable to do so in their future.</p>

MetLife AdvantagesSM Disclaimers

MetLife AdvantagesSM availability may vary by state.

¹WillsCenter.com is a document service provided by SmartLegalForms, Inc., an affiliate of Epoq Group, Ltd. SmartLegalForms, Inc. and is not affiliated with MetLife. The WillsCenter.com service is separate and apart from

any insurance or service provided by MetLife. The WillsCenter.com service does not provide access to an attorney, does not provide legal advice, and may not be suitable for your specific needs. Please consult with your financial, legal, and tax advisors for advice with respect to such matters. WillsCenter.com is available to anyone regardless of affiliation with MetLife.

²MetLife VisionAccess is a discount program and not an insured benefit. The program is available at no charge regardless of enrollment in other MetLife benefits as long as the plan sponsor has an active MetLife group product. It is provided through Vision Service Plan (VSP), Rancho Cordova, CA. VSP is not affiliated with MetLife or its affiliates. MetLife Vision Access is available to anyone regardless of affiliation with MetLife.

³MetLife Infinity is offered by MetLife Consumer Services, Inc., an affiliate of Metropolitan Life Insurance Company. MetLife Infinity is available to anyone regardless of affiliation with MetLife.

Rate Information	
Rate Structure	Attained Age
Rate Guarantee Period	3 Years, subsequent years' rates subject to change
Monthly Premium Calculation	<p>Employee, spouse and child(ren) premiums will be based on the employee's age, benefit amount, and tobacco-use status (if applicable).</p> <p>Monthly premium rates will be calculated as premium rates per \$1,000 from the rate table(s) below, multiplied by benefit amount divided by 1,000.</p>
Policy and Rate Changes	<p>Policy premiums are due on the first day of each month.</p> <p>MetLife reserves the right to change its rates for any of the following reasons:</p> <ul style="list-style-type: none"> • The composition of the group, employees, dependents or the Critical Illness insurance volume has changed 10% or more from the date when quoted. • Any of the plan designs are changed. • A change in applicable law requires a change in the insurance provided by the policy or the classes of persons eligible for insurance under the plan.
Supplemental Fees	None

Premium Structure

Monthly Premium for \$1,000 of Coverage

Attained Age	Employee Only	Employee + Spouse	Employee + Children	Employee + Spouse / Children
<25	\$0.53	\$1.06	\$0.99	\$1.52
25–29	\$0.55	\$1.09	\$1.00	\$1.55
30–34	\$0.66	\$1.28	\$1.11	\$1.74
35–39	\$0.83	\$1.60	\$1.29	\$2.05
40–44	\$1.16	\$2.18	\$1.62	\$2.64
45–49	\$1.64	\$3.03	\$2.10	\$3.49
50–54	\$2.39	\$4.22	\$2.85	\$4.68
55–59	\$3.40	\$5.80	\$3.86	\$6.25
60–64	\$4.80	\$7.99	\$5.26	\$8.45
65–69	\$7.07	\$11.49	\$7.53	\$11.95
70+	\$9.65	\$16.02	\$10.11	\$16.48

**Multiply the per \$1,000 rates shown above by the benefit amount divided by \$1,000 (e.g., 15 for \$15,000 of coverage) and round to two decimals to calculate rates for the quoted benefit amounts. Note that the per \$1,000 rates are only applicable to the benefit amounts shown in this C&B. Final implemented rates may vary slightly due to rounding.*

CRITICAL ILLNESS ATTAINED AGE INSURANCE EXCLUSIONS & LIMITATIONS

PLEASE NOTE:

Exclusions and limitations in any policy and certificate issued will be based on the policyholder's situs state, plan design and states where employees reside. If the policyholder has employees residing in the following states, that state's Exclusions and Limitations will apply: Alaska, Arkansas, Connecticut, Delaware, Idaho, Louisiana, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Texas, Utah, Vermont, West Virginia, Wisconsin, Washington and Wyoming.

How to read this section:

Exclusions appear in **bold font**. Applicable state variations are noted in *italics*.

Exclusion for Intoxication

We will not pay benefits for any covered condition that is caused by, contributed to by, or results from a covered person's involvement in an incident, where such covered person is intoxicated at the time of the incident and is the operator of a vehicle involved in the incident.

Intoxicated means that the covered person's alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident happen.

CA: this exclusion was deleted and replaced with the following:

Intoxicants and Controlled Substances

We shall not be liable for any loss sustained or contracted in consequence of the covered person's being intoxicated or under the influence of any controlled substance unless administered on the advice of a physician.

Illegal Occupation or Commission of a Felony

We shall not be liable for any loss to which a contributing cause was the commission of or attempt to commit a felony by the covered person whose injury or sickness is the basis of claim, or to which a contributing cause was such covered person's being engaged in an illegal occupation.

ID, MD, MN, NV, NY, OR, SD, VT, WA: exclusion deleted

IL: "contributed to by" was deleted from the first sentence

MT: "voluntarily" added after "covered person is" and before "intoxicated" in the first paragraph.

NJ: The first paragraph is deleted and replaced with the following: "We will not pay benefits for any covered condition that is caused by, contributed to by, or results from a covered person's being intoxicated or being under the influence of any narcotic unless administered or consumed on the advice of a physician."

General Exclusions

We will not pay benefits for covered conditions caused or contributed to by, or resulting from a covered person:

IL: "contributed to by" deleted

NY: replaced with: "We will not pay benefits for any loss for a covered person caused or contributed to by the covered person"

- **participating in a felony, riot or insurrection;**

CA, MD: bullet deleted

NC: "actively" added before "participating".

NE: bullet deleted and replaced with the following:

- o “committing a felony or attempting to commit a felony;
- o participating in a riot or insurrection;”

NJ: bullet deleted and replaced with “committing or attempting to commit a felony;”

WI: bullet deleted and replaced with “participating in a felony, riot or insurrection for which such covered person was convicted;”

- **intentionally causing a self-inflicted injury;**

MN: bullet deleted

- **committing or attempting to commit suicide while sane or insane;**

MO, VT: “or insane” deleted

MN: bullet deleted

NY: “while sane or insane” deleted

- **voluntarily taking or using any drug, medication or sedative unless it is:**

CA, MD, NJ, NV, SD, VT, WA: bullet and two sub-bullets deleted

CT: bullet and two sub-bullets deleted – exclusion added that reads as follows: “We will not pay benefits for any covered conditions caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the covered person’s physician.”

KY: “drug” deleted and replaced with “narcotic, hallucinogen”

MN, NE: “drug, medication or sedative” deleted and replaced with “narcotic”

NY: bullet revised to read “being intoxicated or under the influence of any narcotic, unless administered on the advice of a physician; or” and two sub-bullets deleted

- **taken or used as prescribed by a physician;**

- **an “over the counter” drug, medication or sedative taken according to package directions;**

KY: “drug” deleted and replaced with “narcotic, hallucinogen”

MN: bullet deleted

NE: “drug, medication or sedative” deleted and replaced with “narcotic”

- **engaging in an illegal occupation; or**

CA, MD, NY: bullet deleted

- **serving in the armed forces or any auxiliary unit of the armed forces of any country.**

We will not pay benefits for covered conditions arising from war or any act of war, even if war is not declared.

OK: exclusion deleted

We will not pay benefits for any covered condition for which diagnosis is made outside the United States, unless the diagnosis is confirmed in the United States, in which case the covered condition will be deemed to occur on the date the diagnosis is made outside the United States.

MN: paragraph deleted and replaced with the following: “We will not pay benefits for any covered condition for which diagnosis is made outside the United States, unless the diagnosis is later confirmed in the United States. If this happens, the covered condition will be deemed to have occurred on the date the diagnosis outside the United States was made.”

NY: paragraph deleted and replaced with the following: "We will not pay benefits for any covered condition for which diagnosis is made outside the United States, Canada or Mexico, unless the diagnosis is confirmed in the United States, Canada or Mexico, in which case the covered condition will be deemed to occur on the date of the diagnosis made outside the United States, Canada or Mexico."

Limitations

Reduction of Benefits On Account of Prior Claims Paid

We will reduce what we pay for a claim so that the amount we pay, when combined with amounts for all claims we have previously paid for the same covered person, does not exceed the Total Benefit Amount that was in effect for that covered person on the date of the most recent covered condition. This provision does not apply to claim payments for Supplemental Benefits.



General Disclaimer:

METLIFE CRITICAL ILLNESS INSURANCE (CII) IS A LIMITED BENEFIT GROUP INSURANCE POLICY. Like most group accident and health insurance policies, MetLife's CII policies contain certain exclusions, limitations and terms for keeping them in force. Product features and availability may vary by state. In most plans, there is a pre-existing condition exclusion. After a covered condition occurs, there is a benefit suspension period during which benefits will not be paid for a recurrence, except in the case of individuals covered under a New York certificate. Attained Age rates are based on 5-year age bands and will increase when a Covered Person reaches a new age band. A more detailed description of the benefits, limitations, and exclusions applicable can be found in the applicable Disclosure Statement or Outline of Coverage/Disclosure Document available at time of enrollment. For complete details of coverage and availability, please refer to the group policy form GPNP07-CI or GPNP09-CI, or contact MetLife for more information. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York.

MetLife's Critical Illness Insurance is not intended to be a substitute for Medical Coverage providing benefits for medical treatment, including hospital, surgical and medical expenses. MetLife's Critical Illness Insurance does not provide reimbursement for such expenses.

Some services in connection with the coverage may be performed by Transaction Applications Group, Inc. a wholly owned subsidiary of NTT Data Services, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures .

NOTICE REGARDING NON-US COVERAGE

When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a Metropolitan Life Insurance Company (MLIC) affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MLIC or any other insurer that is not a member of MAXIS GBN. Please note that while MLIC is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.



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Intermediary and Producer Compensation Notice

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products (“Products”) with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (*each an “Intermediary”*). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (*number of products sold or dollar value of premium*) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife’s current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts.

Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (*e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements*).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife’s base compensation and supplemental compensation plans can be found on MetLife’s Web site at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.