

EXHIBIT E – CANCER INSURANCE POLICY

[see attached]

Draft Metropolitan Life Insurance Company, Inc.
Policy and Certificate Forms subject to regulatory approval

MetLife®

Metropolitan Life Insurance Company
New York, New York

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

(1) **Policyholder:** [XYZ Trust]

(1) **Policy No.:** [123XYZ]

EFFECTIVE DATE AND POLICY TERM

(1) This policy will take effect on [June 15, 2010.] The term of this policy will end on [June 14, 2025]. This policy may be renewed by MetLife in accordance with the Renewal provision if the requirements for renewal are met.

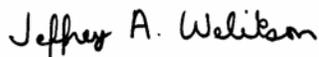
PREMIUM PAYMENTS

Insurance under this policy is issued in consideration of statements made by the Policyholder in the application for this policy and the payment of the required Premium. Premium is payable at the home office of MetLife or to its authorized agent. The Premium is due on the effective date of this policy and this policy will not become effective unless the required Premium is paid.

POLICY SITUS

This policy is entered into under and will be governed by the laws of New York.

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



Jeffrey A. Welikson
Senior Vice President and Secretary



C. Robert Henrikson
Chairman of the Board, President and
Chief Executive Officer

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

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UNDERSTANDING THIS POLICY

The terms of this policy have been negotiated between MetLife, the Insureds, and the Defendants through their liability insurance company, with each party being represented by counsel. MetLife has issued this policy to the Policyholder to provide Coverage for the Insureds. Any rights of ownership that may exist with respect to this policy belong to the Policyholder, but the Policyholder may not cause any change to the rights of the Insureds.

Each Insured has entered into a Settlement Agreement with the Defendants. The rights of each Insured are stated in the Certificate issued to that Insured.

DEFINITIONS

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

Base Benefit means the minimum amount that MetLife will pay if an Insured is diagnosed with a Listed Condition during any Policy Period other than Policy Period 1. The Base Benefit is shown in the Schedule of Benefits in the Certificate.

Certificate means the Certificate of Insurance, including any riders, notices, or other attachments, issued to an Insured pursuant to the "Certificates" provision of this policy.

Cost of Insurance means the amount of Premium charged for a particular Insured, based on the Insured's risk factors.

Coverage means the insurance provided to Insureds under this policy.

Critical Injury Policy means a policy insured by MetLife that is specified by MetLife on its face page as a "Critical Injury Policy".

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.

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 for an Insured who is diagnosed with a Listed Condition during any Policy Period after Policy Period 1.

Experience Formula means the formula developed and used by MetLife 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.

The Experience Formula is set forth in Exhibit 3 of this policy.

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

Listed Condition means a condition for which Coverage is provided in accordance with the Certificate.

Non-Tobacco User means an Insured who did not use tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) at any time during the five year period before the effective date of this policy.

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.

DEFINITIONS (continued)

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

Policyholder means the Policyholder shown on page 1.

Premium means the amount that must be paid to MetLife for all the Coverage provided under this policy.

Renewal Period means a period of time, not to exceed two years, for which MetLife agrees, pursuant to the Experience Formula, to renew Coverage for Insureds after the expiration of Coverage.

- (1) **Settlement Agreement** means an agreement, with the effective date of [June 1, 2010], entered into by an individual with the Defendants to settle the individual's 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.

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

Specified Amount means the amount of the benefit payable under the Certificate during the Policy Period in which a Listed Condition is diagnosed as shown in the Schedule of Benefits of the Certificate.

Tobacco User means an Insured who used tobacco products (for example, cigarettes, cigars, pipes or chewing tobacco) at any time during the five year period before the effective date of coverage.

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.

INSUREDS

The name of each Insured is set forth in Exhibit 4 of this policy, and no person who is not listed in Exhibit 4 shall be covered under this policy. An individual may only become an Insured with MetLife's consent in accordance with the terms and conditions of this policy. Coverage will be provided to Insureds by MetLife under this policy, subject to payment of Premium and all the other terms and provisions of this policy.

MetLife shall have the right to refuse to extend Coverage under this policy to any Insured if the insurance that would be issued to that person under this policy, when combined with insurance under other Critical Injury Policy(ies) that already cover that person, would present an unacceptable accumulation of risk for MetLife.

Except as may be otherwise specifically agreed in writing by MetLife on a case-by-case basis, no more than one Certificate may be issued to any one individual under this policy.

ELIGIBILITY AND EFFECTIVE DATES OF COVERAGE

Eligibility for Coverage under this policy is limited to individuals who have entered into a Settlement Agreement.

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

- the person has executed a release, accepting Coverage under this policy as part of the Settlement Agreement;
- the person has signed a statement confirming:
 - his gender and age;
 - his Tobacco User status (Tobacco User or Non-Tobacco User); and
 - that he has not been treated for or diagnosed as having any of the conditions which qualify as a Listed Condition;
- MetLife has received the required Premium for Coverage; and
- MetLife has consented in accordance with the terms and conditions of this policy to extend Coverage under this policy to the person.

The effective date of the person's Coverage will be specified on the Schedule of Benefits contained in the Certificate.

SPECIFIED AMOUNT PROVIDED UNDER THIS POLICY

The Specified Amount payable if an Insured is diagnosed with a Listed Condition is set forth in the Schedule of Benefits of the Certificate. Once a Specified Amount for a Listed Condition is paid for an Insured under the Insured's Certificate, the Certificate and Coverage for that Insured will end.

RENEWAL

As further described in Exhibit 3 of this Policy:

- at least sixty days before the end of the term of this policy, using the Experience Formula, MetLife will determine whether to provide Coverage for a Renewal Period; and
- if there are any Renewal Periods, at least sixty days before the end of each Renewal Period, using the Experience Formula, MetLife will determine whether to provide Coverage for an additional Renewal Period.

MetLife will notify the Policyholder as to whether the policy will be renewed at least 30 days before the end of Policy Period 6 and the Renewal Period (if applicable).

EXPERIENCE CREDITS

As further described in Exhibit 3 of this Policy, MetLife may include an Experience Credit in the Specified Amount for any Policy Period after Policy Period 1. This determination will be made by MetLife at least sixty days before the expiration of each Policy Period. MetLife will notify the Policyholder and Insureds of any Experience Credit that MetLife determines will apply to a Particular Policy Period at least 30 days before the beginning of the Policy Period. 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.

PREMIUM PROVISIONS

The Coverage provided under this policy is conditional upon payment of the required Premium. The amount of the Premium will be determined by MetLife based on the Cost of Insurance for each Insured listed in Exhibit 4, with all Insureds listed in Exhibit 4 aggregated to arrive at the Premium due. The Policyholder or the Policyholder's designee must give MetLife any information that MetLife requires to determine Premium. Full Premium must be paid in United States currency in a single lump sum on or before the date Coverage becomes effective.

TERMINATION OF THIS POLICY

This policy will end on the date the Coverage for all Insureds has ended, as provided in the Certificates.

GENERAL PROVISIONS

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

1. this policy, including its Exhibits which include the Certificate(s);
2. the enrollment forms completed by Insureds;
3. the Policyholder's application, a copy of which is attached;
4. the amendments and endorsements to this policy, if any.

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

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

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

1. the statement is made in writing;
2. the statement is signed by the Insured; and
3. a copy of the signed statement has been given to the Insured or his beneficiary.

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

GENERAL PROVISIONS (continued)

Misstatement of Age or Gender. If the age and/or gender of an Insured is misstated, MetLife will adjust the Specified Amount for that Insured to an amount that the Cost of Insurance paid for the Insured's Coverage would have purchased based on the Insured's correct age and gender.

Certificates. MetLife will issue Certificates for delivery to each Insured, as appropriate. Such Certificate will describe the Insured's benefits and rights under this policy.

Data Needed. The Policyholder or the Policyholder's designee will provide MetLife with all the data needed to compute Premiums and carry out the terms of this policy. MetLife may examine such data at any reasonable time. If the data the Policyholder or the Policyholder's designee provides Us is incorrect, MetLife will either void coverage or adjust the Specified Amount.

Arbitration. All claims relating to the Experience Formula, against MetLife and its subsidiaries and affiliates, and their officers, directors, employees and agents, must be submitted to arbitration. The arbitration must be brought in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The arbitrator(s), to be chosen under the AAA rules, must be licensed as an attorney at law, a financial planner or an insurance professional. The award of the arbitrator(s) shall be fully enforceable and subject to entry of judgment by a court of competent jurisdiction.

Neither MetLife, nor any policyholder, Insured or beneficiary, nor any person or entity claiming on their behalf, shall seek to resolve any dispute relating to the Experience Formula by any means other than arbitration, such as a lawsuit. If any party does bring such a lawsuit, the other party(ies) may permanently enjoin that lawsuit and recover from the party that brought the lawsuit all damages and costs. Such costs will include reasonable attorneys' fees incurred to enforce this clause.

The arbitrator(s) may not award punitive or exemplary damages.

Non-Dividend Paying. This policy does not pay dividends.

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

SCHEDULE OF EXHIBITS

	Exhibit Number	Exhibit Type	Effective Date
(1)	1	Premium	[June 15, 2010]
(1)	2	Certificate Forms	[June 15, 2010]
(1)	3	Experience Formula	[June 15, 2010]
(1)	4	List of Insureds	[June 15, 2010]

(1) **SCH/EXHIBITS**

DATE: [June 15, 2010]

EXHIBIT 1

PREMIUM

- (2) [The Premium for the Coverage provided by this policy is as follows:
TO BE PROVIDED]

EXHIBIT 2

CERTIFICATE FORMS

(1)	[Certificate Form#	Effective Date	Applicable To
	CIC2009-N	June 15, 2010	All Insureds who are Non-Tobacco Users
	CIC2009-T	June 15, 2010	All Insureds who are Tobacco Users]

EXHIBIT 3

EXPERIENCE FORMULA

- (3) *[The technical memorandum setting forth the formula as approved by the New York Insurance Department will be inserted here.]*

EXHIBIT 4

LIST OF INSUREDS

(1)

SSN	Last Name	First Name/MI	Date of Birth	Gender (M/F)	Tobacco User / Non-Tobacco User (T/N)	Certificate Number

]

(1) **EXHIBIT4**

Date: [June 15, 2010]



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 and may be changed without Your consent or notice to You, but only as described herein.

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

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)	Effective Date of Certificate:	[June 15, 2010]
(1)	Certificate Expiration Date:	[June 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 or pre-malignant growths.

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 effective date of Your certificate.

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 [June 15, 2010] and ends [June 14, 2016].
- (1) **Policy Period 2** means the period that begins [June 15, 2016] and ends [June 14, 2018].
- (1) **Policy Period 3** means the period that begins [June 15, 2018] and ends [June 14, 2020].
- (1) **Policy Period 4** means the period that begins [June 15, 2020] and ends [June 14, 2022].
- (1) **Policy Period 5** means the period that begins [June 15, 2022] and ends [June 14, 2024].
- (1) **Policy Period 6** means the period that begins [June 15, 2024] and ends [June 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 [June 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 effective date of Your Coverage.

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.

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.

EXCLUSIONS

We will not pay benefits for any benign tumor, dysplasia, intraepithelial neoplasia or pre-malignant growth.

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 may be changed, at any time, without Your consent as required by applicable law, regulation, regulatory authority or court of competent jurisdiction.

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

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.

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 and may be changed without Your consent or notice to You, but only as described herein.

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

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)	Effective Date of Certificate:	[June 15, 2010]
(1)	Certificate Expiration Date:	[June 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 or pre-malignant growths.

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 effective date of Your certificate.

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 [June 15, 2010] and ends [June 14, 2016].
- (1) **Policy Period 2** means the period that begins [June 15, 2016] and ends [June 14, 2018].
- (1) **Policy Period 3** means the period that begins [June 15, 2018] and ends [June 14, 2020].
- (1) **Policy Period 4** means the period that begins [June 15, 2020] and ends [June 14, 2022].
- (1) **Policy Period 5** means the period that begins [June 15, 2022] and ends [June 14, 2024].
- (1) **Policy Period 6** means the period that begins [June 15, 2024] and ends [June 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 [June 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 effective date of Your Coverage.

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.

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.

EXCLUSIONS

We will not pay benefits for any benign tumor, dysplasia, intraepithelial neoplasia or pre-malignant growth.

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.

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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.

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

GENERAL PROVISIONS (continued)

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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.

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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 may be changed, at any time, without Your consent as required by applicable law, regulation, regulatory authority or court of competent jurisdiction.

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

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.

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.

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