

#### REGULATORY DISCLOSURE DOCUMENT

Carefully review the information in this document before you enroll in this Hospital Indemnity Insurance coverage.

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# **DECLARATIONS:**

Your Hospital Indemnity certificate provides limited benefits. Read your certificate carefully.

Note: Hospital Indemnity may be referred to as Accident and Sickness Insurance in Colorado. Please consult your enrollment materials.

# By completing this enrollment, you acknowledge:

- 1. I declare that all information I have given is true and complete to the best of my knowledge and belief.
- 2. I declare that I am Actively at Work on the date I am enrolling. I understand that if I am not actively at work on the scheduled effective date of insurance, such insurance will not take effect until I return to active work.
- 3. I understand that, on the date dependent insurance for a person is scheduled to take effect, the dependent must not be confined at home under a physician's care, receiving or applying for disability benefits from any source, or Hospitalized. If the dependent does not meet this requirement on such date, the insurance will take effect on the date the dependent is no longer confined, receiving or applying for disability benefits from any source, or Hospitalized. Hospitalized means admission for inpatient care in a hospital; receipt of care in a hospice facility, intermediate care facility, or long term care facility; or receipt of the following treatment wherever performed: chemotherapy, radiation therapy, or dialysis.
- 4. I authorize my employer to deduct the required contributions from my earnings for my coverage. This authorization applies to such coverage until I rescind it in writing.
- 5. I have read the applicable Fraud Warning(s) provided in this enrollment.

#### ADMINISTRATIVE INFORMATION:

For Minnesota and Vermont State residents- If I am enrolling for Hospital Indemnity Insurance: I declare that all individuals to be insured have medical coverage in force that provides benefits for medical treatment, including hospital, surgical and medical expenses.

The following disclosure is required by New Mexico law:

This type of plan is NOT considered "minimum essential coverage" under the Affordable Care Act and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a federal tax penalty.

NOTICE TO CONSUMER: This is a limited benefits health plan. The benefits provided are supplemental to, and not a substitute for, major medical coverage, even in combination with other limited benefits plans. To apply for an individual or small-group major medical plan, please visit the website of the New Mexico Health Insurance Exchange at <a href="https://www.bewellnm.com">www.bewellnm.com</a> or call 1-833-862-3935 (TTY: 711).

#### **FRAUD WARNINGS:**

# **FRAUD WARNINGS**

Please read the warning for the state where you reside and for the state where the contract under which you are applying for coverage was issued.

Alabama, Arkansas, District of Columbia, Louisiana, Massachusetts, New Mexico, Ohio, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**California:** For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado**: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Florida**: Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**Kansas and Oregon**: Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and may be subject to penalties under state law.

**Kentucky**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland**: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Jersey**: Any person who files an application containing any false or misleading information is subject to criminal and civil penalties.

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

**Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Puerto Rico:** Any person who knowingly and with the intention to defraud includes false information in an application for insurance or files, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

**Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Virginia:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

**Pennsylvania and all other states:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material

# **ENROLLMENT FORM NUMBERS:**

For enrollees that reside in one of the states listed in Table #1 (below), the preceding pages correspond to the enrollment form numbers filed in such states.

Table #1				
	Form Numbers			
State of Residence	Administrative	Fraud Warning	Declarations	
LA or MT	GEF09-1	GEF09-1	GEF09-1	
ND or UT	GEF02-1	GEF09-1	GEF09-1	
	ADM	FW	DEC	
OR	GEF02-1 ADM	GEF09-1 FW	GEF09-1 DEC	

For group policies issued and delivered (sitused) in one of the states listed in Table # 2 (below), the preceding pages correspond to the enrollment form numbers filed in the situs state. However, for those enrollees who reside in a state listed in Table #1, the preceding pages correspond to the enrollment form numbers set forth in Table #1.

Table #2				
	Form Numbers			
State of Residence	Administrative	Fraud Warning	Declarations	
All States except	GEF02-1	GEF09-1	GEF09-1	
those in the rows	ADM	FW	DEC	
below				
CA	GEF02-1 ADM	GEF09-1a	GEF09-1a	
CO	GEF02-1-CO	GEF09-1	GEF09-1	
	ADM	FW	DEC	
KY	GEF09-1	GEF09-1	GEF09-1	
LA or MT	GEF09-1	GEF09-1	GEF09-1	
MD	GEF02-1a	GEF09-1	GEF09-1	
	ADM	FW	DEC	
MO	GEF02-1	GEF09-1	GEF09-1	
	ADM	FW	DEC	
ND or UT	GEF02-1	GEF09-1	GEF09-1	
	ADM	FW	DEC	
NH	GEF20-HI	GEF20-HI	GEF20-HI	
	ADM	FW	DEC	
NM	GEF09-1A-HI	GEF09-1A-HI	GEF09-1A-HI	
NY	GEF02-1	GEF09-1	GEF09-1	
	ADM	FW	DEC	
OR	GEF02-1 ADM	GEF09-1 FW	GEF09-1 DEC	
TX	GEF02-1	GEF09-1	GEF09-1	
	ADM	FW	DEC	
VA	GEF13-1	GEF09-1	GEF09-1	
	ADM	FW	DEC	
WA	GEF20-1	GEF20-1	GEF20-1	
	ADM	FW	DEC	



Delaware American Life Insurance Company MetLife Health Plans, Inc. MetLife Legal Plans, Inc. MetLife Legal Plans of Florida, Inc. Metropolitan General Insurance Company Metropolitan Life Insurance Company Metropolitan Tower Life Insurance Company SafeGuard Health Plans, Inc. SafeHealth Life Insurance Company

# **Our Privacy Notice**

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

### **SECTION 1: Plan Sponsors and Group Insurance Contract Holders**

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, as an executive benefit, or as otherwise made available at your work or through an association to which you belong. In this notice, "you" refers to these individuals.

# **SECTION 2: Protecting Your Information**

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

# **SECTION 3: Collecting Your Information**

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life insurers, a legal plans company and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

#### **SECTION 4: How We Get Your Information**

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- · Ask for a medical exam
- · Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:
- Reputation

· Driving record

Finances

- · Work and work history
- · Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB, LLC ("MIB"). It is a not-for-profit membership organization of insurance companies which operates an information exchange on behalf of its Members. We, or our reinsurers, may make a brief report to MIB. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted, MIB, upon request, will supply such company with the information in its file. Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. You may do so by writing to MIB LLC, 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734 or go to MIB website at www.mib.com.

# **SECTION 5: Using Your Information**

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it

to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- · comply with applicable laws

- · process claims and other transactions
- · confirm or correct your information
- · help us run our business

# **SECTION 6: Sharing Your Information With Others**

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- · telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- · giving your information to your health care provider
- · having a peer review organization evaluate your information, if you have health coverage with us
- · those listed in our "Using Your Information" section above

#### **SECTION 7: HIPAA**

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you. You may obtain a copy of our HIPAA Privacy Notice by visiting our website at <a href="www.MetLife.com">www.MetLife.com</a>. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

# **SECTION 8: Accessing and Correcting Your Information**

You may ask us for a copy of the personal information we have about you. We will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law. If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

#### **SECTION 9: Questions**

We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. A detailed notice shall be furnished to you upon request. When you write, include your name, address, and policy or account number.

Send privacy questions to: MetLife Privacy Office

P. O. Box 489

Warwick, RI 02887-9954 privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.

# IMPORTANT NOTICE TO PERSONS ON MEDICARE THIS INSURANCE DUPLICATES SOME MEDICARE BENEFITS THIS IS NOT MEDICARE SUPPLEMENT INSURANCE

This insurance provides limited benefits, if you meet the conditions listed in the certificate, for hospital or medical expenses that result from accidental injury or sickness. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

# This insurance duplicates Medicare benefits when it pays:

· hospital or medical expenses up to the maximum stated in the certificate

Medicare generally pays for most or all of these expenses.

Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:

- hospitalization
- · physician services
- · outpatient prescription drugs if you are enrolled in Medicare Part D
- · other approved items and services

#### **BEFORE YOU BUY THIS INSURANCE**

- √ Check the coverage in all health insurances policies you already have.
- √ For more information about Medicare and Medicare Supplement insurance, review the *Guide* to *Health Insurance for People with Medicare*, available from the insurance company.
- For help in understanding your health insurance, contact your state insurance department or state health insurance assistance program (SHIP)

#### **GENERAL DISCLAIMER:**

METLIFE'S HOSPITAL INDEMNITY INSURANCE IS A LIMITED BENEFIT GROUP INSURANCE POLICY. The policy is not intended to be a substitute for medical coverage and certain states may require the insured to have medical coverage to enroll for the coverage. The policy or its provisions may vary or be unavailable in some states. Prior hospital confinement may be required to receive certain benefits. There may be a preexisting condition limitation for hospital sickness benefits. MetLife's Hospital Indemnity Insurance may be subject to benefit reductions that begin at age 65. Like most group accident and health insurance policies, policies offered by MetLife may contain certain exclusions, limitations and terms for keeping them in force. For complete details of coverage and availability, please refer to the group policy form GPNP12-AX, GPNP13-HI, GPNP16-HI or GPNP12-AX-PASG, or contact MetLife.

Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York. Hospital does not include certain facilities such as nursing homes, convalescent care or extended care facilities. See MetLife's Disclosure Statement or Outline of Coverage/Disclosure Document for full details.

#### YOUR RIGHTS REGARDING THE RELEASE AND USE OF GENETIC INFORMATION

Note: This notice is required by Louisiana law. MetLife does not collect or use genetic information in the sale, issuance, administration, or underwriting of its hospital indemnity insurance product.

This notice is in connection with an enrollment in group (accident) insurance and information regarding your ("employee", "spouse/domestic partners", and/or "child(ren)") rights related to the release and use of genetic information.

**Genetic Information** is defined as all information about genes, gene products, inherited characteristics, or family history/pedigree that is expressed in common language and **Genetic Information** shall include each of the following:

- an individual's genetic test;
- the genetic tests of the family members of an individual;
- the manifestation of a disease or disorder in family members of an individual;
- with respect to an individual or family member of an individual who is a pregnant woman, genetic information
  of any fetus or embryo carried by such pregnant woman; and with respect to an individual or family member of
  an individual utilizing an assisted reproductive technology, genetic information of any embryo legally held by
  the individual or family member.

**Genetic Information** does not include the medical history of an individual insured or applicant for health care coverage and shall not mean information about the sex or age of any individual.

**Genetic Services** is defined as a genetic test, genetic counseling, including obtaining, interpreting, or assessing genetic information, or genetic education.

**Genetic Test** is defined as any test for determining the presence or absence of genetic characteristics in an individual, including tests of nucleic acids, such as DNA, RNA, and mitochondrial DNA, chromosomes, or proteins in order to diagnose or identify a genetic characteristic or that detects genotypes, mutation, or chromosomal changes. The determination of a genetic characteristic shall not include any diagnosis of the presence of disease, disability, or other existing medical condition.

**Genetic Test** shall not mean an analysis of proteins or metabolites that either:

- does not detect genotypes, mutations, or chromosomal changes;
- is directly related to a manifested disease, disorder, or pathological condition that could be reasonably detected by a health care professional with appropriate training and expertise in the field of medicine involved.

Metropolitan Life Insurance Company ("MetLife") or any third party acting on MetLife's behalf in this regard shall not:

- request, require, or purchase genetic information of an individual or family member of an individual for underwriting purposes;
- request, require, or purchase genetic information of an individual or family member of an individual prior to such individual's enrollment under the plan or coverage in connection with such enrollment;
- request or require that an individual, a family member of such individual, or a group member undergo a genetic test;
- establish rules for eligibility, including continued eligibility, of any individual or an individual's family member to enroll or continue enrollment based on genetic information;
- impose any preexisting condition exclusion on the basis of genetic information of an individual, family member of an individual, or group member;
- adjust premium or contribution amounts for an individual or group health plan on the basis of genetic information concerning the individual or a family member of the individual.

#### YOUR RIGHTS REGARDING THE RELEASE AND USE OF GENETIC INFORMATION

MetLife or any third party acting on MetLife's behalf is not precluded from obtaining and using the results of a genetic test in making a determination regarding payment. MetLife or any third party acting on MetLife's behalf may request, but not require, that an individual, family member of an individual, or a group member undergo a genetic test if:

- Compliance with the request is voluntary.
- Noncompliance will have no effect on enrollment status or premium, or contribution amounts.

MetLife or any third party acting on MetLife's behalf in this regard which is offering health insurance coverage obtains genetic information incidental to the requesting, requiring, or purchasing of other information concerning any individual, such request, requirement, or purchase shall not be considered a violation. The results of any genetic test, including genetic test information, shall not be used as the basis to:

- terminate, restrict, limit, or otherwise apply conditions to the coverage of an individual or family member under the policy or plan, or restrict the sale of the policy or plan to an individual or family member;
- cancel or refuse to renew the coverage of an individual or family member under the policy or plan;
- deny coverage or exclude an individual or family member from coverage under the policy or plan;
- impose a rider that excludes coverage for certain benefits or services under the policy or plan;
- establish differentials in premium rates or cost sharing for coverage under the policy or plan;
- otherwise discriminate against an individual or family member in the provision of insurance.

MetLife or any third party acting on MetLife's behalf in this regard, offering health insurance coverage may request only the minimum amount of information necessary to accomplish the intended purpose.

Nothing shall be construed to limit the authority of a health care professional who is providing health care services to an individual to request that such individual undergo a genetic test.