

# MetLife

Metropolitan Life Insurance Company  
**Group Life Claims**  
**P.O. Box 6100**  
**Scranton, PA 18505-6100**  
**1-800-638-6420**  
**Fax: 1-570-558-8645**

## Employer Instructions for Filing Group Life Insurance Claims

1. Detach this page and complete the Employer's Statement on the following page.

2. Give the beneficiary the remaining pages of this claim folder so that he or she may complete the Claimant's Statement.

The beneficiary must complete his or her own Claimant's Statement and return it to you, along with a copy of the death certificate.

Note: If there is more than one beneficiary, a separate Claimant's Statement must be completed by *each* beneficiary. However, only one Employer's Statement and one death certificate is needed for processing the claim.

3. Submit the following to the MetLife Group Life Claims Office for processing:

MetLife  
Group Life Claims  
P.O. Box 6100  
Scranton, PA 18505-6100  
(Fax) 1-570-558-8645  
1-800-638-6420

- a) the completed Employer's Statement
- b) the Claimant's Statement(s)\*
- c) a copy of the death certificate
- d) all other pertinent claim information (such as enrollment forms and beneficiary designations)

If any of the above information is omitted, please give us full details as to what is omitted and why.

As an alternative, you may submit the completed Employer's Statement, enrollment forms, and beneficiary designations directly to MetLife, and provide each beneficiary with the Claimant's Statement. Each beneficiary can then complete and sign the Claimant's Statement and submit it to MetLife with a copy of the death certificate. Only one death certificate need be submitted.

4. Contact the MetLife Administrator responsible for your group if you have further questions.

\* If there are multiple beneficiaries, please submit each completed Claimant's Statement as you receive it. By doing so, you will help us speed payment to those beneficiaries who have returned their completed Statements. If a beneficiary is deceased, please submit a copy of the death certificate with the claim.

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**Life Insurance Claim Form  
Employer's Statement**

To avoid processing delays, please provide all information requested.  
This form must be completed by an authorized company representative. Please print or type.

**Claim is for:**     **Employee** or     **Dependent**

**Section A: Employee/Member Information**

First Name	Middle Name	Last Name
_____	_____	_____
Social Security or Tax ID Number	<input type="checkbox"/> Male      Date of Birth	Date of Death
_____	<input type="checkbox"/> Female      _____	_____
Date of Hire	Employee's Occupation	
_____	_____	
Did the insured assign ownership of the coverage via an absolute, gift or viatical assignment which is on file with the plan records? <input type="checkbox"/> Yes <input type="checkbox"/> No		
(If yes, please attach a copy of assignment and all related papers)		
<input type="checkbox"/> Active Employee: Enter the effective date of amount of insurance being claimed _____		
<input type="checkbox"/> Retired Employee: Date retired _____		
For employees who were not actively at work, please indicate status of employee at date of death (select one):		
<input type="checkbox"/> Regular Retiree	<input type="checkbox"/> Retiree Due to Disability	<input type="checkbox"/> Terminated Due to Disability
<input type="checkbox"/> Leave of Absence	<input type="checkbox"/> Layoff	<input type="checkbox"/> Sick Leave
		<input type="checkbox"/> Terminated For Any Other Reason
		<input type="checkbox"/> Disabled (not terminated or retired)
What was the last date the employee was physically doing work?	Reason for stopping	Date premium payments for employee stopped
_____	_____	_____
Was the employer-employee relationship terminated before death? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Date	Reason	
_____	_____	
	Date	
Was life insurance cancelled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Is the beneficiary designation available? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, include the most recent designation with claim submission.		
Has a Waiver of Premium or Total and Permanent Disability (T&P) claim been filed with MetLife for this insured? <input type="checkbox"/> Yes <input type="checkbox"/> No	Disability Case Number	_____
Leave blank if the plan does not have premium waiver or T&P.		

For MetLife Use Only

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# Life Insurance Claim Form - Employer's Statement

## Section B: Employer/Association Information

<b>Name of Employer/Association</b>		<b>Employer Telephone Number</b>	<b>Fax Number</b>
<b>Employer Address</b> - Number and Street		City	State      Zip
<b>Contact Name</b> - First	Middle	Last	
<b>Division name and address where employee/member worked</b> <i>(If different from above)</i>			
Name	Number and Street	City	State      Zip

**Notice:** Be sure to consider any reduction formula applicable to each type of Life Benefit in force when entering the amount of Life Benefits for which claim is made.

Report Number	Sub Code	Branch	Type of Life Benefits - Check applicable box(es)	Amount	Effective Date
			<input type="checkbox"/> Basic Life		
			<input type="checkbox"/> Supplemental/Optional Life*		
			<input type="checkbox"/> Employer-paid Dependent Life		
			<input type="checkbox"/> Dependent Life		
			<input type="checkbox"/> AD&D***		
			<input type="checkbox"/> Supplemental/Optional AD&D***		
			<input type="checkbox"/> Dependent AD&D***		
			<input type="checkbox"/> VAD&D***		
			<input type="checkbox"/> Group Universal Life**		
			<input type="checkbox"/> Spouse Group Universal Life		

\* **Supplemental/Optional Life includes Additional Life and Voluntary Life Benefits.**  
 \*\* **For more information concerning Group Universal Life coverage, please call 1-800-523-2894.**  
 \*\*\* **If Accidental Death benefits are claimed, please include supporting documentation such as newspaper clippings, police reports, toxicology reports, autopsy reports, etc.**

**Complete the Following:** Employee is:  Hourly or  Salaried ■  Union or  Non-Union ■  Exempt or  Non-Exempt

Base Annual Earnings \_\_\_\_\_ as of date \_\_\_\_\_ Did the employee increase coverage within the last two years?  Yes  No If yes, indicate date \_\_\_\_\_

**Survivor Income Benefit:** If the deceased employee qualified for Survivor Income Benefits insured by MetLife, specify if the claim  is attached, or  will follow.

## Section C: Deceased Dependent Information (Dependent Claim Only)

Date of Death	Date of Birth	Sex - M or F	Dependent's Social Security Number	Relationship <input type="checkbox"/> Spouse <input type="checkbox"/> Child
Name of Deceased Dependent - First		Middle	Last	

Signature of Employer's Authorized Representative	Date Signed	Telephone No.
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**Send benefit payment to:**  Directly to Beneficiary(ies)    Other \_\_\_\_\_

# MetLife

Metropolitan Life Insurance Company  
**Group Life Claims**  
**P.O. Box 6100**  
**Scranton, PA 18505-6100**  
**1-800-638-6420**

Dear Claimant:

We at Metropolitan Life Insurance Company (MetLife) are sorry for your loss. To help you through what can be a very difficult, emotional, and confusing time, we created a settlement option, the Total Control Account (TCA), to give you the time you need to best decide how to use your insurance or annuity proceeds. The TCA is an insurance settlement option, which is a method of paying insurance or annuity benefits in full.

If the amount of proceeds payable to you is \$5,000 or more, a TCA will usually be established in your name once your claim is approved. You will receive a personalized "draft book" and a kit that includes a Customer Agreement and gives you additional information regarding your Account. By using one of your personalized "drafts," you can draw on your TCA for the entire amount at any time. Information regarding other settlement options available, including a single check, will also be provided.

While your money is in a TCA, it is guaranteed by MetLife. You can access all or part of the insurance proceeds at any time, simply by using a draft (minimum \$250). You are not charged for drafts, there are no monthly maintenance fees, and there are no penalties for withdrawing all or part of your TCA balance. All guarantees are subject to the financial strength and claims-paying ability of MetLife.

We hope that you will rest a little easier knowing that your TCA is guaranteed, earning interest at rates responsive to current market conditions, and accessible to you when you need it, giving you time to make financial decisions that are right for you. Please read the additional information regarding the TCA on the following pages.

If you have further questions about this claim, please call our toll-free Customer Service Center 1-800-638-6420.

## **Total Control Account Features**

### **The Total Control Account® (TCA) Settlement Option Provides...**

#### **INTEREST**

- Your TCA earns interest from the date it is established. MetLife sets the TCA rates weekly. Changes in the interest rate will be applied prospectively. The interest credited to your TCA will never fall below the effective annual yield guaranteed in your Customer Agreement, and will equal or exceed the rate established by at least one of the following indices: the prior week's Money Fund Report Averages™/Government 7-Day Simple Yield or the Bank Rate Monitor™ National Money Market Rate Index.
- Interest is compounded daily and credited monthly to your TCA. (Generally, the interest you are paid will be subject to income tax. You should consult your own advisors about your particular tax liabilities and investment options.)

#### **IMMEDIATE ACCESS TO FUNDS AND FLEXIBILITY**

- The assets backing your TCA funds are maintained in the general account of MetLife or the MetLife insurance company affiliate that issued the underlying policy (the "Issuing Insurance Company").
- **You may withdraw all or part of your TCA balance immediately** or at any time you wish, without penalty or loss of interest, by writing a draft to yourself. You can write drafts from a minimum amount of \$250 up to the full amount, including interest, in your TCA at any time.
- There are no limits on the number of drafts you can write each month. The drafts MetLife provides to Accountholders can be used like checks and are generally accepted by merchants and financial institutions that accept checks. As with any check or draft, allow time for processing through your bank.
- You can name a beneficiary to receive your TCA balance in case something happens to you.
- **If you do not want a TCA, you may request a check for the total benefits by writing "check" beneath your signature on the attached claim form. A check will also be issued to you if required by state law, regulation or direction.**
- The obligation of Metropolitan Life Insurance Company (MetLife) or the issuing Insurance Company to pay the total benefit or proceeds is satisfied by the delivery of your TCA draftbook.

#### **NO MONTHLY MAINTENANCE FEES**

- There are no monthly maintenance fees for your TCA, and no charges for withdrawals or drafts.
- There are no monthly service or transaction charges, and no charge for printing or reordering drafts.

You may be charged a fee for special services or overdrawn TCA. The fee will be withdrawn from your TCA. The current special service fees and overdraft fees are: draft copy \$2; stop payment \$10; overdrawn TCA \$15; wire transfer \$10. In accordance with your TCA Customer Agreement, special service fees or fees for overdrawn TCAs are subject to change by the processing bank. MetLife may charge you a fee if you request overnight delivery service. The current fee for overnight delivery service is \$25.00.

#### **TCA SERVICES**

- MetLife sends you a quarterly statement regarding Account balances and activity.
- Statements are also sent monthly if there has been withdrawal activity in the Account.
- Dedicated Service Representatives are within easy reach to answer any questions you may have about your TCA, **including interest rates, by calling Customer Service at 1-800-638-7283. Callers with a TDD may call 1-800-229-3037. You may also write to MetLife, P.O. Box 6100, Scranton, PA 18505-6100, Attn: TCA.**

## **TIME TO DECIDE**

- Your rights to elect other available settlement options are preserved. As long as your TCA balance has not dropped below \$2,500, you may place some or all of your TCA balance in any other settlement option that is available to you, subject to that option's minimum dollar requirement.
- Group policy settlement options include a check, TCA, or a Guaranteed Interest Certificate (GIC). A GIC may be available after your TCA is established. The amount applied will earn interest at a set rate for the period you select, compounded monthly. Interest penalty applies for early withdrawals.
- If you transfer your TCA balance into another settlement option, bear in mind that this will be a new, separate arrangement. For more information about options available to you, call your assigned financial services representative, if any, or call 1-800-638-7283. Callers with a TDD may call 1-800-229-3037.

## **More Useful Information about the Total Control Account...**

- Unless the insured pre-selected an alternative settlement option, payment is usually made by a single check for the total proceeds if the proceeds payable are less than \$5,000; the claimant resides in a foreign country; or the claimant is a corporation or similar entity.
- TCAs which become abandoned property as defined by applicable law will be escheated to the appropriate state. This means that if we are unable to contact you after a certain period of inactivity on your TCA (typically three years, but may vary by state), we must close your TCA and pay the funds over to the appropriate state. The funds are still yours, but you must seek them from the state authority or state agency which holds them.
- MetLife may limit or suspend access to TCA funds in the event of overpayment, suspected fraud or other situations where entitlement to the funds is in question.
- Recordkeeping and Draft clearing services for your TCA are provided by The Bank of New York Mellon, 701 Market Street, Philadelphia, PA 19106, pursuant to an administrative agreement
- The assets backing your TCA are maintained in the general account of MetLife or the Issuing Insurance Company. They are not maintained by The Bank of New York Mellon, which provides administrative services, or any bank or other institution. These general accounts are subject to the creditors of MetLife or the respective Issuing Insurance Company. MetLife or the Issuing Insurance Company bears the investment experience of such assets and expects to earn income sufficient to pay interest to TCA Accountholders and to provide a profit on the operation of the TCAs. Regardless of the investment experience of such assets, the effective annual yield on your Account will not be less than the rate guaranteed in your Customer Agreement. Currently TCAs established from group policies have a guaranteed minimum effective annual yield of .5%. The guaranteed minimum effective annual yield may be more or less at the time your TCA is established. **You may call 1-800-638-7283 for more information on current interest rates. Callers with a TDD may call 1-800-229-3037.**
- The TCA is not insured by the Federal Deposit Insurance Corporation or any government agency. However, the entire amount of your TCA, including all interest credited to your TCA, is fully guaranteed by the financial strength and claims paying ability of MetLife or the respective Issuing Insurance Company. **FOR FURTHER INFORMATION, PLEASE CONTACT YOUR STATE DEPARTMENT OF INSURANCE.**
- The Issuing Insurance Company's guaranty is further backed by your respective state insurance guaranty association. Maximum limits vary from state to state and may change over time. Contact the National Organization of Life and Health Insurance Guaranty Associations ([www.NOLHGA.com](http://www.NOLHGA.com) or 1-703-481-5206) to learn more.

Total Control Account<sup>®</sup> is a registered service mark of Metropolitan Life Insurance Company.

# Life Insurance Claim Form

## Claimant's Statement

### FRAUD WARNINGS

Before signing this claim form, please read the warning for the state where you reside and for the state where the insurance policy under which you are claiming a benefit was issued.

**Alabama, Arkansas, District of Columbia, Louisiana, Massachusetts, Minnesota, 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.

**Alaska:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

**Arizona:** For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**California:** For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent 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.

**Delaware, Idaho, Indiana and 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.

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

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

**Maine, Tennessee, Virginia and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes 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 Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in R.S.A. 638.20.

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

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

**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.

**Texas:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**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 thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



Insured's Employer Name  

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Insured Employee - First Name

Middle Name

Last Name  

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In order to process your claim as quickly as possible we need some information about you and about the deceased. Each beneficiary must submit his or her own Claimant's Statement. Return this completed Claimant's Statement to the Employer or directly to MetLife, in accordance with the instructions you received with this form. Be sure to include a copy of the death certificate that indicates the cause and manner of death. You can usually obtain one from the funeral director who handled the arrangements. Only one death certificate need be submitted. Please note that original documents cannot be returned.

**Additional Information if Beneficiary is a Minor:**

If no legal guardian is appointed to handle the minor's estate, a responsible adult should complete and sign the Claimant's Statement on behalf of the minor beneficiary. Be sure to complete Section A with information regarding the minor, not the party completing the form. If a legal guardian of the minor child's estate has been or will be appointed, the guardian must complete and sign the Claimant's Statement. Be sure to include a copy of court-issued guardianship papers in the claim submission to MetLife.

**A. Information about the beneficiary**1. Your Name - First (please print in capital letters or type) Middle Initial Last  

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Maiden Name (if applicable)

2. Social Security No./TIN

3. Date of Birth

 Male Female

4. Country of Citizenship

5. Day Phone Number

Evening Phone Number

6. Fax Number (optional)  

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7. Mailing Address - Number, Street, Apt./Box No. (if any)

City

State

Zip  

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8. Relationship to the deceased - You are the  Spouse  Parent Child  Other - Explain \_\_\_\_\_  

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9. If you have signed a document with a funeral home (a funeral home assignment) that authorizes MetLife to make a payment directly to it, please attach the document and check here **B. Information about the deceased**1. His/Her Name - First Middle Initial Last  

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Maiden Name (if applicable)  

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2. Residence Address - Number, Street, Apt./Box No. (if any)

City

State

Zip  

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3. Marital Status  Single  Married  Divorced  
 Separated  Widow/Widower

4. Date of Birth

5. Social Security No.  

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6. Certified copy of death certificate is  attached (or was previously submitted)  
 not attached. If not attached, please explain \_\_\_\_\_  

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7. If the decedent also held an individual life insurance policy with MetLife, please provide the policy number: \_\_\_\_\_ or call 1-800-638-5000 for information.

Insured Employee - First Name

Middle Name

Last Name

**C. Total Control Account (TCA)**

Our standard payment method is in the form of a **Total Control Account**. A personalized draftbook and a kit that includes information about your TCA will be sent to you if an Account is established. Your TCA will be guaranteed by MetLife and your TCA will be accessible to you when you need it. A check will be issued to you if required by state law, regulation or direction.

**D. Estate Resolution Service (ERS)**

MetLife's group supplemental life insurance programs include MetLife Estate Resolution Services<sup>SM</sup>, which provides legal assistance (at no cost) to probate the estate of insured participants and their spouses/domestic partners. For more information regarding Estate Resolution Services and how to access the service, please read the enclosed document titled **MetLife Estate Resolution Services<sup>SM</sup> – Assistance in Probating the Estate of the Insured Participant and Spouse/Domestic Partner**.

**E. Delivering the Promise (DTP)**

If a MetLife DTP Specialist assisted you with this claim, you may elect to have your check mailed to the Specialist, who will deliver it to you. If you wish to have the proceeds mailed to your DTP Specialist, please check the appropriate box below. If no box is checked, the proceeds will be delivered directly to you.

Deliver to DTP Specialist

Deliver to Beneficiary

District Agency Index (DAI)

DTP Specialist Name - First

Middle Initial

Last

DTP Specialist Address

City

State

Zip

**F. Certifications and Signature**

By signing below, I acknowledge:

- 1. All information I have given is true and complete to the best of my knowledge and belief.
- 2. That any contributions owed by the insured will be deducted from the insurance proceeds paid to me.
- 3. MetLife has the right to recover any amounts that it determines to be an overpayment. An overpayment occurs if MetLife determines that: (a) the total amount paid by MetLife on your claim is more than the total amount of benefits due to you under the benefit plan/ insurance certificate; or (b) MetLife made payment to you when the payment should have been made to someone else. In case of an overpayment, I agree to repay MetLife the specifically overpaid funds. I further understand that if an overpayment is not repaid, MetLife reserves the right to rely on any means to recover the overpayment, including institution of litigation.
- 4. I have read the applicable Fraud Warning(s) provided in this form. **New York Residents:** 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.

**Under penalty of perjury, I certify:**

- 1. **That the number shown as my Social Security Number or Tax Identification Number in "Information about the beneficiary" above is my correct taxpayer identification number, and**
- 2. **That I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and**
- 3. **I am a U.S. citizen, resident alien, or other U.S. person\*, and**
- 4. **I am not subject to FATCA reporting because I am a U.S. person\* and the account is located within the United States.**

*(Please note: You must cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest or dividend income on your tax return.)*

*\* If you are not a U.S. Citizen, a U.S. resident alien or other U.S. person for tax purposes, please cross out items 3 and 4 above, and complete and submit form W-8BEN (individuals) or W-8BEN-E (entities).*

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Please sign** below. Include first and last name. If you are receiving a Total Control Account, this signature will be placed on file with your Account. If Beneficiary is a minor, the legal guardian or adult submitting this form must sign, not the minor.

Claimant Signature

Date Signed

▶ \_\_\_\_\_

\_\_\_\_\_

# **MetLife Estate Resolution Services<sup>SM</sup>**

## **Assistance in Probating the Estate of the Insured Participant and Spouse/Domestic Partner**

You have our deepest sympathy for your loss. We understand that there are unfamiliar issues and concerns associated with the death of a loved one, and MetLife is here to help. In addition to life insurance protection, MetLife group life insurance also includes a benefit that provides assistance in probating the estate of the insured participant and the participant's spouse/domestic partner. This unique benefit is called "MetLife Estate Resolution Services," and it provides the services of a Hyatt Legal Plans<sup>1</sup> attorney to help the Executor or Administrator probate the estate, assuming probate services are needed, and distribute the assets. The Executor or Administrator does not have to be a Beneficiary of the life insurance coverage.

**If you are *not* the Executor or Administrator of the estate, please share this document with the person filling that role. This will enlighten that person about this service and help guide them through the probate process.**

The Estate Resolution Services program entitles the Executor or Administrator to legal representation from a participating Hyatt Legal Plans<sup>1</sup> attorney to help navigate the probate process, so that the heirs can receive the assets to which they are entitled. Of course, if the Executor or Administrator prefers to use a non-participating attorney, reimbursement may be requested for allowable attorney fees up to a set dollar limit. To take advantage of the reimbursement feature, first contact Hyatt Legal Plans at the toll-free number below and request the authorization and fee reimbursement claim forms.

In addition to probate services, all Beneficiaries of the life insurance proceeds are entitled to consultations with a Hyatt Legal Plans attorney in person and via telephone. Subject to the exclusions shown below, when services are rendered by a participating attorney there is no cost for attorney's fees, no co-payment, and no claim forms. The Executor or Administrator of the estate is entitled to the full benefits of Estate Resolution Services, which include:

- Telephone and office consultations to discuss matters related to probating the deceased's estate;
- Preparation of documents and representation at court proceedings needed to transfer the probate assets from the deceased's estate to the heirs;
- The completion of correspondence necessary to transfer non-probate assets, such as proceeds from insurance policies, joint bank accounts, stock accounts or a house and;
- Associated tax filings.

### **Accessing the Estate Resolution Services benefit is as easy as 1, 2, 3:**

1. Call Hyatt Legal Plans toll-free at (800) 821-6400, Monday through Friday, between 8:00 a.m. and 7:00 p.m. Eastern Time and provide the Client Service Representative with the:
  - **Company Name or (Group Policyholder)** – the group through which the insured participant obtained coverage
  - **Customer or Experience Number** (printed on the top of the cover letter)
  - **Insured Participant's Social Security Number**
2. Obtain the assigned case number and contact information for a nearby participating plan attorney from the Client Service Representative
3. Contact the attorney and provide the case number. The participating plan attorney will provide the covered services and bill Hyatt Legal Plans for the attorney fees.

**For more information regarding Probate and the MetLife Estate Resolution Services<sup>SM</sup> benefit, please review the Frequently Asked Questions that follow.**

**Exclusions:** The following services are not covered: Matters in which there is a conflict of interest between the Executor, Administrator, any beneficiary or heir and the estate; any disputes with the Group Policyholder, Employer, Plan Attorneys, MetLife and/or any of its affiliates; any disputes involving statutory benefits; Will contests or litigation outside Probate Court; Appeals; Court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines; and frivolous or unethical matters.

<sup>1</sup>MetLife Estate Resolution Services is offered by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. In certain states, MetLife Estate Resolution Services are subject to regulatory approval and are not available.

# MetLife

## Frequently Asked Questions Regarding Probate and MetLife Estate Resolution Services<sup>SM</sup>

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### **Q: What is probate?**

A: Probate is the legal process of settling the estate of a deceased person, specifically resolving all claims and distributing the decedent's property. If there is a will, it is "probated" to prove that it's valid and authentic. If there is no will, an alternate process is used for administering and settling the estate.

### **Q: What is probate court?**

A: Probate court is a court in most jurisdictions that is responsible for the legal process associated with settling estates.

### **Q: What is the difference between an executor and an administrator?**

A: Both handle the property distribution of someone who has died, but the difference is in how they acquire that duty:

- Executor – is appointed by the deceased via his/her will
- Administrator – is appointed by a probate court, either because the deceased did not have a will (intestate) or because the will failed to name someone to carry out this task.

### **Q: What are the duties of an executor or administrator?**

A: The main duties of an executor/administrator are to:

- Handle any probate court proceedings
- Handle notifications (e.g. Social Security, Civil Service, Veterans Administration, etc.) and various paperwork (e.g. discontinuing utilities and credit cards)
- Collect and inventory the decedent's assets
- Receive any payments due the estate, including interest, dividends and other income (e.g. unpaid salary, vacation pay and other company benefits)
- Give legal notice to potential creditors, and investigate validity of any claims
- Pay funeral bills, outstanding debts and valid claims
- File and pay income and estate taxes
- Pay the expenses of administering the estate
- Distribute any remainder
  - An executor distributes in accordance with the terms of the will
  - An administrator distributes in accordance with state laws

### **Q: Who can be an executor/administrator?**

A: In most states, any person over the age of 18 who has not been convicted of a felony and is not otherwise incapacitated may be named the executor of a will.

### **Q: What is intestate?**

A: The term "intestate" refers to the lack of a valid will at time of death. In the absence of the distribution directives included in a will, the estate will be distributed according to the state intestacy laws.

### **Q: What is a non-probate property or asset?**

A: Non-probate property would be any asset whose ownership is automatically transferred without being subject to the probate process, such as one held in joint tenancy with right of survivorship or payable on death ownerships. Life insurance proceeds are generally not subject to the probate process because a beneficiary is designated to receive the benefits.

### **Q: Are all individuals subject to probate?**

A: Any individual who owns property that does not automatically pass to another person by operation of law or contract is considered to have an estate subject to probate.

**Q: What property is subject to probate?**

- A: Property subject to probate consists of all property owned in the decedent's name at death, with the exception of:
- Property which passes to another person by operation of law or by contract (e.g. property held in joint tenants with right of survivorship ownership automatically passes to the surviving joint owner, regardless of what a will may provide).
  - Assets that include a beneficiary designation (e.g., life insurance policies, IRAs, pension plans, and annuities pass to the named beneficiary outside of the probated estate).

**Q: How Does Probate Work?**

- A: The probate process consists of a number of steps. The specific steps will differ based on rules in each jurisdiction but generally probate consists of the following:
1. Filing of a petition with the court, requesting the appointment of an executor and allowance of the will, or the appointment of an administrator, if there is no will. In most cases, the persons interested in the estate will consent to this appointment and allowance.
  2. Preparing and filing an inventory which lists the assets in the estate.
  3. Collecting any payments receivable, such as interest, dividends and other income (e.g., unpaid salary, vacation pay and other company benefits).
  4. Paying the decedent's outstanding debts, including funeral bills, valid claims against the estate, and income and estate taxes
  5. Following payment of all debts, filing an accounting with the court detailing the payments of debts, receipts of income, etc.
  6. If the accounting is approved, the court will then decree the remaining assets to the estate beneficiaries according to the will (or if no will, the state intestacy laws).
  7. By order of the court, the executor/administrator will then distribute the assets to the beneficiaries, and the estate is then closed.

**Q: Is Estate Resolution Services only available to a designated beneficiary?**

- A: No, Estate Resolution Services is available to the executor or administrator of the estate of the insured participant and his/her spouse/domestic partner, whether or not that person is a designated beneficiary of the MetLife coverage to which Estate Resolution Services is attached. If the beneficiary is not the executor or administrator, the beneficiary may receive consultations with an attorney. Only the executor or administrator will receive the full Estate Resolution Services.

**Q: If an insured has multiple beneficiaries, can they all contact Hyatt?**

- A: Although all beneficiaries are entitled to a consultation, the probate services are only available to the individual who will be the executor/administrator of the deceased's estate.

**Q: Will the executor/administrator have to sign an agreement for the service?**

- A: Attorneys should provide the executor/administrator with a fee agreement that outlines the services that will be provided, the attorney's fees and any costs.

**Q: Is the executor/administrator required to use an attorney who is part of the Hyatt network?**

- A: No. If the executor/administrator elects an out-of-network attorney, payment will be made in accordance with the amounts set forth in the Non-Plan Attorney Fee Schedule maintained by Hyatt, and in no event will an amount greater than the sum of the legal fees actually incurred be paid. The estate will be responsible for making payment to the Non-Plan Attorney for any costs, expenses and/or fees incurred in excess of the amount paid by Hyatt. Once Hyatt is notified that a Non-Plan Attorney is to be used, Hyatt will provide a claim form and informational material, including a Non-Plan Attorney Fee Schedule.

**Q: Are there any Exclusions that apply to Estate Resolution Services?**

- A: The following services are not covered:
- Matters in which there is a conflict of interest between the executor, administrator, any beneficiary or heir and the estate;
  - Any disputes with the Group Policyholder, Employer, Plan Attorneys, MetLife and/or any of its affiliates;
  - Any disputes involving statutory benefits;
  - Will contests or litigation outside probate court;
  - Appeals;
  - Court costs, filing fees, recording fees, transcripts, witness fees, expenses to a third party, judgments or fines and;
  - Frivolous or unethical matters.