

**YOUR EMPLOYEE
BENEFIT PLAN**



Retirement Life Insurance Program

MetLife®

Catholic Diocese of Cleveland
1404 East Ninth Street, 8th Floor
Cleveland, OH 44114-2570
(216) 696-6525

TO OUR RETIRED EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Benefits are provided through a group policy issued to Catholic Diocese of Cleveland by Metropolitan Life Insurance Company.

Catholic Diocese of Cleveland

MetLife®

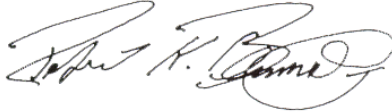
Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010-3690

Certifies that, under and subject to the terms and conditions of the Group Policy issued to the Employer, coverage is provided for each Employee as defined herein.

The date when an Employee is eligible for coverage is set forth in the form with the title Eligibility for Benefits.

The date when an Employee's Personal Benefits become effective is set forth in the form with the title Effective Dates of Personal Benefits.

The amounts of coverage are determined by the form with the title Schedule of Benefits.



Robert H. Benmosche
Chairman, President and Chief Executive Officer

Employer: **Catholic Diocese of Cleveland**

Group Policy No.: **34756-G**

If any prior certificate relating to the coverage set forth herein has been given to the Employee, such certificate is void.

Form G.23000-Cert.-1

For Texas Residents:

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may call MetLife's toll-free telephone number for information or to make a complaint at

1-800-638-5433

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact Metlife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Para Residentes de Texas:

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Metlife para informacion o someter una queja al

1-800-638-5433

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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SCHEDULE OF BENEFITS
(Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

BENEFITS (RETIRED EMPLOYEE ONLY)

AMOUNT

LIFE.....The lesser of 50% of the amount of your Life Benefits in effect on the day immediately preceding the date of your retirement or \$50,000.

Maximum Benefit.....\$50,000

The additional AD&D Benefit provided before your retirement are no longer provided on or after the date you retire.

Form G.23000-B

SCHEDULE SUPPLEMENT

A. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

1. in contesting the validity of the benefits with respect to which such statement was made; or
2. to reduce the benefits;

unless the conditions listed in items (a) and (b) below have been met:

- a. The statement must be contained in a written application which has been signed by you.
- b. A copy of the application has been furnished to you.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

B. Assignment

The benefits with respect to the Life Benefits (On Your Own Account) under This Plan may be assigned as a gift. The benefits with respect to the Life Benefits (On Your Own Account) are also assignable by means of a viatical assignment. Any such assignment will transfer all right, title, interest and incidents of ownership, both present and future, in such benefits, including, but not limited to, the following:

1. The right to make any contributions required to keep the benefits in force under This Plan.
2. The privilege of obtaining an individual policy of life insurance.
3. The right to change the Beneficiary.

No assignment will be binding on us nor on the Employer unless the following conditions are met:

1. The assignment is in a form which is acceptable to us and to the Employer.
2. The assignment is accepted, in writing, by us and by the Employer.
3. The assignment is filed at our Home Office.

We assume no obligation as to the validity or the sufficiency of any assignment; neither does the Employer.

C. Additional Provisions

1. The benefits under This Plan do not at any time provide paid-up insurance, or loan or cash values.
2. No agent has the authority:
 - a. to accept or to waive the required proof of a claim; nor

- b. to extend the time within which a proof must be given to us.

Form G.23000-B1

DEFINITIONS OF CERTAIN TERMS USED HEREIN

“Covered Employer” means any entity or unit of an entity which is affiliated with the Roman Catholic Church in the geographical area of the Diocese of Cleveland which makes contributions to This Plan on behalf of its employees. It is intended that generally the following may be covered Employers at the election of the entity:

- (i) the administrative offices of the Diocese;
- (ii) any Diocesan Corporation;
- (iii) any parish or parish school;
- (iv) any school of the Diocesan Board of Education;
- (v) any social or welfare agency operated by the Diocese or by a Diocesan Corporation;
- (vi) any school, institution, social or welfare agency which is operated by the Diocese or a Diocesan Corporation, but which is operated by a religious order; and
- (vii) any school or institution in the geographical area of the Diocese of Cleveland which is operated by a religious order but which is not owned by either the Diocese or Diocesan Corporation,

A listing of the Covered Employers will be maintained in the offices of the Diocese of Cleveland.

“Covered Person” means a Retired Employee on whose account benefits are in effect under this plan.

“Diocese Corporation” means any not-for profit corporation of which either the Bishop, or the Bishop and other officials of the Diocese, constitute a majority of the voting members (a “First Tier Corporation”) and any other not-for profit corporation that is directly or indirectly controlled by a First Tier Corporation.

“Personal Benefits” mean the benefits which are provided on account of a retired an Employee under This Plan.

“Retired Employee” means a person who retires or terminates employment from the employ of a Covered Employer, and meets the criteria described in the section entitled ELIGIBILITY FOR BENEFITS.

“Service” means employment with a Covered Employer.

“This Plan” means the Group Policy which is issued by us to provide Personal Benefits.

“We”, “us” and “our” mean Metropolitan.

“You” and “your” mean the retired Employee who is a Covered Person for Personal Benefits.

Form G.23000-A

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

Your Personal Benefits Eligibility Date is the later of:

1. January 1, 1997; and
2. When you retire or terminate employment from the employ of a Covered Employer and if, prior to Retirement or Termination of Employment, you were covered under a group life insurance program sponsored by the Diocese, provided you:
 - (a) had received employment compensation which was subject to withholding under Section 3402 of the Internal Revenue Code; and
 - (b) retired or terminated from a Covered Employer on or after the attainment of age 60; and completed at least ten years of Service prior to Retirement or Termination of Employment; or
 - (c) completed at least 25 years of Service prior to Retirement or Termination of Employment.

Form G.23000-C

EFFECTIVE DATES OF PERSONAL BENEFITS

Employees who become Covered Persons under the Program after January 1, 1997 will become covered under the Program on the date they first meet the eligibility requirements. Persons who were Covered Persons under the Program prior to September 1, 1992 still continue to be Covered Persons after September 1, 1992.

Form G.23000-D1

LIFE BENEFITS (On Your Own Account)

A. Coverage

If you die while you are covered for Life Benefits, we will pay to the Beneficiary the amount of Life Benefits that is in effect on your life on the date of your death.

B. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments. Details on the payment options may be obtained from the Employer.

Form G.23000-1

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in writing during the Application Period. The Application Period is the 31 day period after:

1. the date your Life Benefits end because This Plan ends, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
2. the date This Plan is changed to end the Life Benefits for your class, but only if your Life Benefits under This Plan have been in effect for at least 5 years.

Proof that you are insurable is not required by us.

B. Conditions

The personal policy will be issued to you subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which you belong; and
 - b. your age on the effective date of the policy; and
 - c. the form and amount of the policy; and

4. if item A(1) applies to you, the amount of the policy will not be more than the amount of your Life Benefits on the date the Life Benefits end; and
5. if item A(2) or item A(3) applies to you, the amount of the policy will not be more than the lesser of:
 - a. the amount of your Life Benefits on the date the Life Benefits end, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Benefits end; and
 - b. \$2,000.
 - c. If You Die During the Application Period

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item B(4) or B(5) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

Form G.23000-IA

BENEFICIARY

A. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with the Employer. You do not need the consent of the Beneficiary to make a change. When the Employer receives a form changing the Beneficiary, the change will take effect as of the date you

signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by the Employer.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan.

B. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

C. Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

D. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

- | | |
|------------|------------------------|
| 1. spouse; | 3. parent; |
| 2. child; | 4. brother and sister. |

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge our liability for the amount so paid.

Form G.23000-G

WHEN BENEFITS END

benefits will end on the earliest of:

- A.** the date of your death; or

- B.** the date This Plan ends in whole or in part, in which your benefits are affected will end; or

- C.** the date the Employer notifies us that your benefits are not to be continued; or

- D.** the end of the last period for which the Employer has paid premiums to us for your benefits.

The end of any type of benefits on account of a Covered Person will not affect a claim which is incurred before those benefits ended.

Form G.23000-L

NOTICES

This certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the certificate is kept.

As soon as your benefits end, you should consult your Employer to find out what rights, if any, you may have to continue your protection.

Our Home Office is located at One Madison Avenue, New York, New York 10010.

Form G.23000-E

CLAIMS INFORMATION

Procedures for Presenting Claims for Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from your Employer who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, your beneficiary in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

The completed claim form should be returned to your Employer who will certify that you are insured under the Plan and will then forward the claim form to Metropolitan.

When the claim has been processed, you or, if applicable, your beneficiary will be notified of the benefits paid. If any benefits have been denied, you or, if applicable, your beneficiary will receive a written explanation.

Routine Questions

If there is any question about a claim payment, an explanation may be requested from your Employer who is usually able to provide the necessary information.

Requesting a Review of Claims Denied In Whole or In Part

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by Metropolitan. This request for review should be sent to Group Insurance Claims Review at the address of Metropolitan's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit any data, questions or comments you or, if applicable, your beneficiary deems appropriate.

Metropolitan will re-evaluate all the information and you or, if applicable, your beneficiary will be informed of the decision in a timely manner.

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

In carrying out their respective responsibilities under the Plan, the Plan administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

CONTRIBUTIONS

No contribution is required for Life Benefits.



FUTURE OF THE PLAN

It is hoped that This Plan will be continued indefinitely, but Catholic Diocese of Cleveland reserves the right to change or terminate This Plan in the future. Any such action would be taken only after careful consideration.

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California residents please be advised of the following:

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT YOUR EMPLOYER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

IF, AFTER CONTACTING YOUR EMPLOYER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1 (800) 927-4357**

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MetLife[®]

Metropolitan Life Insurance Company
One Madison Avenue, New York, NY 10010-3690