



Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166

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.

**Policyholder:** West Texas Employee Benefits Cooperative

**Group Policy No.:** 250162-1-G

**EFFECTIVE DATE**

This policy will take effect on September 1, 2023.

**POLICY ANNIVERSARIES**

The first Policy Anniversary will be September 1, 2024. Subsequent Policy Anniversaries will be September 1, 2025 and each September 1st thereafter.

**PREMIUM PAYMENTS**

This policy, and the insurance provided under it, is issued in return for the payment of required Premiums.

Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on and must be paid on or before this policy's Effective Date. Any later Premiums are due monthly in advance on the first day of each Policy Month. These dates are the Premium Due Dates.

MetLife and the Policyholder may agree upon a different frequency for the payment of Premiums. In that case, Premium Due Dates will be adjusted to reflect the agreed upon frequency.

**POLICY SITUS**

This policy is issued for delivery in and governed by the laws of Texas.

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

Timothy J. Ring  
Secretary

Michel Khalaf  
President & CEO

**GROUP VISION INSURANCE POLICY**

**NON-DIVIDEND PAYING**

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

## NOTICE FOR RESIDENTS OF TEXAS

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### **Metropolitan Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Corporate Consumer Relations Department at 1-800-438-6388**

**Toll-free: 1-800-438-6388**

Email: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Mail: Metropolitan Life Insurance Company  
700 Quaker Lane  
2nd Floor  
Warwick, RI 02886

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **Metropolitan Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

## **NOTICE FOR RESIDENTS OF TEXAS**

**Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388**

**Teléfono gratuito: 1-800-438-6388**

Correo electrónico: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Dirección postal: Metropolitan Life Insurance Company  
700 Quaker Lane  
2nd Floor  
Warwick, RI 02886

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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## DEFINITIONS

As used in this policy, the terms listed below 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 and the singular use of a term defined in the plural will share the same meaning.

**Contribution** means any amount an Employee is required to pay toward the total Premium that MetLife charges for the insurance provided by this policy.

**Contributory Insurance** means any insurance for which an Employee is required to make a Contribution.

**Covered Person** means an Employee who is the subject of insurance under the certificates attached to the policy as Exhibits.

**Dependent** means any person who qualifies as a Dependent under the certificates attached to the policy as Exhibits.

**Employee** means any person who qualifies as an Employee under the certificates attached to the policy as Exhibits.

**Employer** means the Policyholder shown on the face page of this policy.

**Exhibit** means any attachment to this policy referred to in the Schedule of Exhibits. Exhibits to this policy include the certificates and any riders attached to such certificates; a Schedule of Initial Premium Rates; and such other attachments as agreed to by MetLife and the Policyholder.

**Certificateholder** means an Employee who is a Covered Person or has a Dependent who is a Covered Person. Unless otherwise specified, the Certificateholder is entitled to exercise the rights and benefits granted under the certificates attached to the policy as Exhibits.

**Noncontributory Insurance** means any insurance for which the Employee is not required to make a Contribution.

**Policy Anniversary** means each of the Policy Anniversary dates as set forth in the Policy Anniversaries provision on the policy face page. The Policy Anniversary is also the renewal date of the policy.

**Policy Month** means the one month period beginning on the Effective Date shown on the face page of this policy. Subsequent Policy Months will begin on the same day of each subsequent month.

**Policyholder** means the entity listed as the Policyholder on the face page of this policy.

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

**Premium Due Date** is defined on the face page of this policy.

**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, electronic media, or other durable media and which is consistent with applicable law.

**Written** or **Writing** means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

## **SCHEDULE OF INSURANCE**

The schedules of insurance which apply under this policy are set forth in the Exhibits and certificates attached to this policy as Exhibits.

## **ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE**

The Eligibility and Effective Dates of Insurance provisions provided under this policy are set forth in the Exhibits to this policy and the appropriate records of MetLife and the Policyholder. Provisions setting forth the conditions, if any, under which MetLife requires a person to furnish evidence of good health satisfactory to MetLife to obtain coverage are also set forth in the Exhibit(s).

## **PREMIUM RATE(S)**

### **Initial Rate(s)**

The initial Premium rate(s) are shown in the Exhibits to this policy.

### **Computation of Premium**

The Premium due on any Premium Due Date is determined by the total number of Covered Persons, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

### **Computation of Premiums for Changes in Insurance**

For insurance that takes effect on the first day of a Policy Month, Premium will be charged from the first day of that Policy Month. For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month.

If insurance ends because this policy ends or because insurance for a class of persons ends, Premium for such insurance will be charged to the date it ends. If insurance ends for any other reason, Premium will be charged to the end of the Policy Month in which such insurance ends.

### **Right to Change Premium Rates**

Except as may be required by any Rate Guarantee Period, MetLife may change Premium rates on any date on or after the first Policy Anniversary Date; this will be done no more frequently than every 12 months and only if MetLife notifies the Policyholder, in Writing, at least 60 days before such change.

In addition to the above and notwithstanding any Rate Guarantee Period, MetLife may change Premium rates at any time for changes which materially affect the risk or cost assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;
2. when a class of eligible persons is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
4. when there is a significant change in the geographic distribution of either Certificateholders or Employees;
5. when applicable law or regulatory requirements or the administration of such law or regulatory requirements:
  - a. requires a change in:
    - i. the insurance provided by this policy; and/or
    - ii. a class or classes of persons eligible for insurance under this policy;
  - b. results in a change in the amount of benefits paid under this policy; or
  - c. requires additional tax(es) to be paid.

**PREMIUM RATES (Continued)**

6. when a Premium Due Date coincides with or next follows:
  - a. a change greater than 10% in the number of Covered Persons since the later of the policy Effective Date and the last date Premium rates were changed; or
  - b. a change greater than 10% in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.
7. on any other date agreed to by MetLife and the Policyholder.

New Premium rates will apply only to Premiums that become due on or after the date the rate change takes effect.



## **GRACE PERIOD**

Each Premium due after the effective date of such insurance may be paid up to 60 days after its Premium Due Date. This period is known as the grace period. The insurance provided by this policy for which premium has not been paid will stay in effect during the grace period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, such insurance will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder by the end of the grace period, such insurance will continue in effect until the date notice is given.

### **Policyholder's intent to end this policy during the grace period**

The Policyholder may notify MetLife in Writing prior to the end of a grace period of its intent to end this policy or insurance coverage provided under it before the end of such grace period. In this case, this policy or such insurance will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

The Written notice to be given by MetLife and required by the first paragraph of this provision will not be necessary if the Policyholder replaces the insurance provided by this policy for which premium has not been paid with other group insurance or the Policyholder notifies MetLife of its intent to end this policy or such insurance.

If more than one type of insurance coverage is provided under this policy then, to the extent there are different Premium Due Dates or different length grace periods for such coverages, this grace period provision will apply to each coverage independently of the others.

If more than one type of insurance coverage is provided under this policy, then to the extent such coverages have the same Premium Due Dates and the same length grace period, this grace period provision will apply to all such coverages simultaneously so that in the absence of written notice from the Policyholder of its intent to end a specific coverage, failure to pay the entire premium due by the end of the grace period will end all coverage under the policy.

### **Grace period extensions**

MetLife may extend the grace period by giving Written notice to the Policyholder. Such notice will state the date insurance will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance was in effect for which Premium was not paid.

## **END OF INSURANCE PROVIDED BY THIS POLICY**

The Policyholder may end this policy by giving 60 days advance Written notice to MetLife. The policy will end on the later of:

1. the date stated in the notice; or
2. the date MetLife receives the notice.

MetLife may end this policy as follows:

1. for non-payment of Premium, as set forth in the Grace Period provisions;
2. on any Premium Due Date, by giving the Policyholder 31 days advance Written notice, if fewer than:
  - a. 5% of persons eligible under this policy are insured for Contributory Insurance;
  - b. 100% of persons eligible under this policy are insured for Noncontributory Insurance;
  - c. 50 Employees are insured by this Policy;
  - d. if fewer than 5% of all Employees with Dependents are insured for Contributory Dependent Insurance;
3. on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law; or
4. on any Policy Anniversary by giving the Policyholder 31 days advance Written notice.

This policy will end on the date on which the last certificate in effect under this policy ends.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

## **GENERAL PROVISIONS**

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

1. this policy and its Exhibits including the certificates attached to the policy as Exhibits;
2. the Policyholder's application; and
3. the amendments and endorsements to this policy, if any.

### **Policy Changes or Waivers**

The terms and provisions of this policy may be changed, either by amendment or endorsement.

1. The policy may be changed by amendment upon the mutual agreement of MetLife and the Policyholder. Such amendment must be in Writing and Signed by an officer of MetLife and by an authorized representative of the Policyholder.
2. The policy may be changed by an endorsement issued by MetLife without the consent of the Policyholder. Such endorsement must be in Writing and Signed by an officer of MetLife. The use of endorsements is limited to:
  - a. changes made in response to:
    - applicable local, state or federal law or regulation;
    - a change in applicable local, state or federal law or regulation; or
    - the administration of applicable local, state or federal law or regulation;
  - b. reflect changes in MetLife's administrative practices;
  - c. reflect policy liberalizations to the extent that they do not increase Premiums;
  - d. incorporate provisions agreed upon prior to issuance of this policy; and
  - e. reflect the exercise of a right or rights set forth under the terms of the policy.

Changes to the policy may be made without the consent of the Certificateholders or anyone else with a beneficial interest in it. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement may be effective retroactively if such retroactivity is not prohibited by applicable law.

An officer of MetLife must approve in Writing any waiver of the terms and provisions of this policy.

A sales representative or other MetLife employee, who is not an officer of MetLife does not have MetLife's authority to approve changes or waivers. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

### **Incontestability: 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 a statement to contest insurance after such insurance has been in force for 2 years from its effective date except for nonpayment of premiums. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application.

### **Incontestability: Statements Made by Covered Persons**

Any statement made by a Covered Person or a Covered Person's legal representative will be considered a representation and not a warranty. MetLife will not use statements which relate to insurability to contest insurance after such insurance has been in force for 2 years during the Covered Person's life except for nonpayment of premiums. In addition, MetLife will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during the Covered Person's life.

## **GENERAL PROVISIONS (Continued)**

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 in a Written application or enrollment form;
2. the Covered Person or the Covered Person's legal representative has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person, the Covered Person's legal representative or the Covered Person's beneficiary.

### **Certificates**

MetLife will issue individual certificates to the Policyholder or the Policyholder's designee for delivery to each Certificateholder, as appropriate. Such certificates will describe:

1. the insurance protection to which the Certificateholder is entitled;
2. to whom the insurance benefits are payable; and,
3. with respect to life insurance, when the rights to convert the group life insurance to an individual policy of life insurance applies as well as what happens if the insured dies before the individual policy becomes effective.

The certificates are Exhibits to the policy. The term "certificate" includes certificate riders.

### **Assignment**

This policy is not assignable except and to the extent such assignment may be agreed to by MetLife.

The assignability of certificates attached as Exhibits to this policy and of the rights and benefits arising under such certificates, is described in the certificates.

### **Information Needed and Policy Administration**

All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- Must be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
- Will be provided, maintained and administered as agreed to in writing by an officer of MetLife and the Policyholder; and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements for coverage as set forth in the certificates to this policy.

### **Misstatement of Age**

If a Covered Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust the Premium and/or benefits.

### **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

<b>Exhibit Number</b>	<b>Exhibit Type</b>	<b>Applies To</b>	<b>Effective Date</b>
1	Schedule of Initial Premium Rates	All Covered Persons	September 1, 2023
2	Certificate Forms and Attachments	Persons Specified In The Listed Forms And Attachments	September 1, 2023

**EXHIBIT 1**

**SCHEDULE OF INITIAL PREMIUM RATES**

The initial monthly Premium rates for the insurance provided by this policy as of September 1, 2023 are as follows:

**Rate Guarantee Period**

Subject to the Right to Change Premium Rates provision outlined in this policy, the Premium rates for:

- Vision Insurance will be in effect for the 48 month period which begins on September 1, 2023.

Vision Insurance – Employer Paid:

	<u>Amount Per Employee</u>
Employee only	\$5.57
Employee and Spouse	\$11.03
Employee and Child(ren)	\$10.83
Employee, Spouse and Child(ren)	\$16.44

Vision Insurance – Voluntary:

	<u>Amount Per Employee</u>
Employee only	\$7.80
Employee and Spouse	\$15.46
Employee and Child(ren)	\$15.17
Employee, Spouse and Child(ren)	\$22.95

## EXHIBIT 2

### CERTIFICATE FORMS

Each of the forms listed here are Exhibits to the policy.

<b>Certificate Number</b>	<b>Form</b>	<b>Applies To</b>	<b>Effective Date</b>
1	GCERT2000	Vision Insurance – Class 1: All Actively at Work employees working at least 20 hours per week, excluding bus drivers. Class 2: All Actively at Work bus drivers working at least 15 hours per week, excluding all other employees.- Employer Paid	September 1, 2023
2	GCERT2000	Vision Insurance – Class 1: All Actively at Work employees working at least 20 hours per week, excluding bus drivers. Class 2: All Actively at Work bus drivers working at least 15 hours per week, excluding all other employees.- Voluntary	September 1, 2023