

# Request for Participation



To: Council For Community Services of New York

We, the employer named below, wish to participate in the Council For Community Services of New York in order to obtain group insurance from Metropolitan Life Insurance Company ("MetLife") providing benefits under and subject to the provisions of the group policy issued by MetLife to the Council For Community Services of New York that provides the group insurance coverage selected below:

	Employee
Life	<input type="checkbox"/>
Accidental Death and Dismemberment	<input type="checkbox"/>

We request that the group insurance indicated above become effective: \_\_\_\_\_  
 Mo. Day Year

We hereby agree to be bound by the terms, conditions and provisions of the group insurance arrangement, including the policy, certain provisions of which are summarized below and on page 2. We understand that the insurance will not become effective until this Request for Participation is accepted by or on behalf of the Council For Community Services of New York by MetLife for the insurance involved. No insurance for any person proposed for coverage will become effective until that person has applied for such insurance and such person's enrollment form has been approved by MetLife, if MetLife's approval of such person is required. If our coverage becomes effective, we shall be deemed a Participating Employer under the policy issued to the Council For Community Services of New York

We further understand that, if the group insurance indicated above will replace existing coverage, the basis for the premium rate quoted by MetLife was the reliance placed by MetLife on the accuracy and completeness of the documentation substantiating the scope and level of the coverage previously in force and the rate we were previously paying. We agree that if, subsequent to the date the insurance indicated above becomes effective, such documentation shall be found to have been inaccurate or incomplete, MetLife may, retroactively to the effective date of coverage, adjust the rate for such insurance to the rate that would have been applicable if MetLife had known the true state of facts. Finally, we understand that the policy is subject to termination by the Council For Community Services of New York.

\_\_\_\_\_ Date

\_\_\_\_\_ Name of Employer

\_\_\_\_\_ Signature & Title

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Summary of certain terms, conditions and provisions of the Policy referred to above:

- (1) **Definition of Participating Employer:** "Participating Employer" means an employer that is a member of The Council of Community Services of New York and that has insured its employees through the Council For Community Services of New York.
- (2) **Definition of Employee:** The term "Employee" means a person who is directly employed and compensated for services by a Participating Employer and who is in a class designated as eligible for insurance by that Participating Employer. No person may be considered an Employee of more than one Employer, nor may any class of Employees be designated as eligible for insurance without the consent of MetLife.
- (3) **MetLife's Responsibility:** In return for a Participating Employer's payment of premiums when they fall due, MetLife will provide the insurance and pay the benefits described in the group insurance certificate furnished to that Participating Employer for delivery to the Participating Employer's covered Employees.
- (4) **Premium Due Dates:** Premiums are due and payable by each Participating Employer on the first day of each month for which insurance coverage for that Participating Employer is to be provided. The Participating Employer's

first premium must be paid on or before the effective date of the Participating Employer's coverage. If a premium payment, other than the Participating Employer's first premium payment, is not received within 31 days after the due date, coverage under the policy with respect to that Participating Employer will terminate on the earlier of the 31<sup>st</sup> day following the due date and the date requested in writing by the Participating Employer, provided such request is made before such 31<sup>st</sup> day following the due date. The Participating Employer will be liable for the payment of the pro-rata premium which accrues while any coverage remains in force.

- (5) **Change in Rates:** MetLife may change any or all of the premium rates without prior notice if there is a change in the Policy or in the Participating Employer's plan; when a class of eligible persons is added to or deleted from the plan, when, with MetLife's consent, a subsidiary, affiliate, divisions branch or other similar entity is added to or deleted from the plan; when there is a significant change in the geographic distribution of insured Employees; when applicable law requires a change in insurance or the class of persons eligible for insurance; or when the plan premium due date coincides with or next follows: a change greater than 25% in the number of covered persons or a change greater than 25% in the amount of insurance. MetLife may change rates for any coverage at any time if data furnished to MetLife, and relied upon by MetLife as a basis for its rates, is found to be inaccurate or incomplete.
- (6) **Data Needed:** The Participating Employer will provide MetLife with all the data needed to compute premiums and carry out the terms of the policy. MetLife may examine such data at any reasonable time. If MetLife, or a Participating Employer make a clerical error in keeping the data, the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in effect, nor will it continue insurance validly ended.
- (7) **Termination:** In addition to the termination provisions set forth above, MetLife will have the right to terminate the policy on any policy anniversary and the right to terminate the Participating Employer's plan: on a date premium is not paid when due; on any anniversary of the plan by giving 31 days notice; on any premium due date of the plan upon 31 days notice if less than: 75% of the eligible Employees are insured for contributory insurance; or fewer than 100% of the eligible Employees are insured for non-contributory insurance; or fewer than 2 of the Participating Employer's Employees are insured; MetLife may also terminate the Participating Employer's plan: on any Premium due date by giving 60 days notice if the Participating Employer fails to provide information on a timely basis or perform any obligations required by the policy or any applicable law; on any anniversary of the plan upon 31 days notice; or on the date a Participating Employer ceases to be a member of the Council For Community Services of New York upon 31 days notice. The Participating Employer may end the plan by giving 31 days notice to MetLife. The plan will end on the later of: the date stated in the notice or the date MetLife receives the notice. If a plan ends all premiums due for the plan must be paid. MetLife will refund any unearned premium.
- (8) **Changes in the Policy:** The policy may be changed at any time without the consent of the covered persons or anyone else with a beneficial interest in it. MetLife will issue amendments or endorsements to effect such changes. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the insurance provided under certificates issued before the effective date of the change, unless retroactivity is consistent with applicable law. An officer of MetLife must approve in writing any change or 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 such changes or waivers. A change or waiver will be evidenced by an amendment signed by an officer of MetLife, the Policyholder or its designee, and the Participating Employer if appropriate. An endorsement will be signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to the policy.