



Aguatierra Associates dba Weiss Associates  
2000 Powell St Ste 555  
Emeryville, CA 94608

December 05, 2022

Group Number: KM 05398381-G

Dear Mayumi Matson:

Thank you again for selecting MetLife as your Group Benefit Carrier.

We are pleased to advise you that the installation of your new coverage(s) with us is now complete!

Enclosed is your MetLife policy, which includes your Application for Group Insurance, and the applicable certificate(s). Coverage certificates must be distributed to all of your insured employees. If you did not choose to receive certificates electronically, they will be shipped separately within the next few days. Please be advised that the certificates include the MetLife Gramm-Leach-Bliley (GLB) Privacy Notice.

I'd like to remind you that our toll-free Customer Service number, 1-800-275-4638, is available to you and your employees. Option 2 will allow you, as Administrator, to accomplish a number of self-service functions. For example, among other actions, you can terminate an employee's coverage or check your premium balance or the last payment posted. (You will need your Customer number and Division when using the toll-free number. These numbers are referenced on your monthly billing statement).

We are committed to ensuring that our customers know how intermediaries are paid. To keep you informed, we have enclosed a document titled, "Intermediary and Producer Compensation Notice."

Our goal is to provide you with an exceptional level of consistent and responsive service. Reinforcing our brand positioning in the marketplace, *MetLife is easier*, we aim to make you and your employees' experience with MetLife both productive and pleasant.

Sincerely,  
Small Market Customer Service Team

Enclosures: Policy/Certificate  
Cc: (Broker)





## **U.S. Business Intermediary and Producer Compensation Notice**

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, and Metropolitan General Insurance Company (collectively herein called "MetLife"), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (*each an "Intermediary"*). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (*number of products sold or dollar value of premium*) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (*e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements*).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at [www.metlife.com/business-and-brokers/broker-resources/broker-compensation](http://www.metlife.com/business-and-brokers/broker-resources/broker-compensation). Questions regarding Intermediary compensation can be directed to [ask4met@metlifeservice.com](mailto:ask4met@metlifeservice.com), or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

## **Non-U.S. Coverage**

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.





Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166-0188

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:** Aguatierra Associates dba Weiss Associates

**Group Policy No.:** KM 05398381-G

**EFFECTIVE DATE:**

This policy will take effect on December 1, 2022.

**POLICY ANNIVERSARIES**

The first Policy Anniversary will be December 1, 2023. Subsequent Policy Anniversaries will be December 1, 2024 and each December 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 California.

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

**THIS POLICY IS NOT IN LIEU OF AND DOES NOT AFFECT ANY REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE.**

**GROUP DENTAL INSURANCE POLICY**

**NON-DIVIDEND PAYING**

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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 towards 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 or Dependent 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 Premiums**

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 31 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 requires a change in:
  - a. the insurance provided by this policy; and/or
  - b. the class of persons eligible for insurance under this policy; or
6. when a Premium Due Date coincides with or next follows:
  - a. a change greater than 25% 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 25% 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 Employer.

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

**PREMIUM RATE(S) (continued)**

## **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 can end this policy or one or more of the types of insurance provided by this policy by giving 60 days advance Written notice to MetLife. The 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.

MetLife can 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. for Dental Expense Benefits for Employees, 65% of Employees eligible for Contributory Insurance under this policy are insured for such insurance; or
  - b. for Dental Expense Benefits for Dependents, if fewer than 25% of all Employees with Dependents are insured for Contributory Dependent Insurance;

**END OF INSURANCE PROVIDED BY THIS POLICY (continued)**

- c. 10 Employees are insured by this policy.
- 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, except during a Rate Guarantee Period for insurance affected by the Rate Guarantee Period, 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 or one or more of the types of insurance provided by this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy or such insurance ends, such acceptance will not act to reinstate the policy or such insurance. 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.

## **GENERAL PROVISIONS (continued)**

### **Incontestability: Statements Made by 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. 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. 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.

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 or 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 certificate will describe the Certificateholder's benefits and rights under this policy and 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.

## **GENERAL PROVISIONS (continued)**

### **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 Premium Rates	All Covered Persons	December 1, 2022
2	Certificate Forms	All Covered Persons	December 1, 2022

**EXHIBIT 1****SCHEDULE OF PREMIUM RATES**

The initial monthly Premium rates for the insurance provided by this policy are as follows:

**Rate Guarantee Period**

Subject to the Right to Change Premium Rates provision on page 7, the Premium rates for Dental Benefits will be in effect from December 1, 2022 through November 30, 2023.

Dental Expense Benefits:

	Amount per unit for Dental Expense Benefits in force hereunder
Employee Only	\$52.64
Employee and Spouse	\$104.76
Employee and Child(ren)	\$114.77
Employee and Family	\$178.42

The premium renewal rates on December 1, 2023, will not increase more than 6% from the initial schedule of premium rates listed above and not more than 6% on the next renewal period that begins on December 01, 2024.[\[KS1\]](#)

**EXHIBIT 2****CERTIFICATE FORMS**

<b>Certificate Number</b>	<b>Certificate Form</b>	<b>Applies To</b>	<b>Effective Date</b>
1	GCERT2000 GCR08-41	All Active Full-Time Employees	December 1, 2022