

**METROPOLITAN LIFE INSURANCE COMPANY  
P.O. BOX 937  
WESTPORT, CT 06881-0937  
1-888-565-3761**

**LONG-TERM CARE INSURANCE  
OUTLINE OF COVERAGE  
POLICY FORM LTC2-FAC-MD**

**NOTICE TO BUYER: THE POLICY MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH LONG-TERM CARE INCURRED BY THE BUYER DURING THE PERIOD OF COVERAGE. THE BUYER IS ADVISED TO REVIEW CAREFULLY ALL POLICY LIMITATIONS.**

**CAUTION:** The issuance of the long-term care insurance policy will be based upon Your responses to the questions on Your application. A copy of Your application will be attached to Your policy. If Your answers are incorrect or untrue, Metropolitan Life Insurance Company ("MetLife") may have the right to deny benefits or rescind Your policy. The best time to clear up any questions is now, before a claim arises. If, for any reason, any of Your answers are incorrect, contact MetLife at this address: P.O. Box 937, Westport, CT 06881-0937.

1. The policy is an individual policy of insurance.
2. **PURPOSE OF OUTLINE OF COVERAGE.** This outline of coverage provides a very brief description of the important features of the policy. You should compare this outline of coverage to outlines of coverage for other policies available to You. This is not an insurance contract, but only a summary of coverage. Only the individual policy contains governing contractual provisions. This means that the policy sets forth in detail the rights and obligations of both You and MetLife. Therefore, if You purchase this coverage or any other coverage, it is important that You **READ YOUR POLICY CAREFULLY!**
3. **FEDERAL TAX CONSEQUENCES.** The policy is intended to be a federally tax-qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.
4. **TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED.**
  - a. **RENEWABILITY. THE POLICY IS GUARANTEED RENEWABLE.** This means You have the right, subject to the terms of the policy, to continue the policy as long as You pay Your premiums on time. MetLife cannot change any of the terms of the policy without Your consent, except that, in the future, **METLIFE MAY INCREASE THE PREMIUM YOU PAY.**
  - b. **Waiver of premium.** We will waive Your premium starting on the first day of the Policy Month which starts on or next follows the date on which You are receiving payment of Benefits for Primary Services. You must resume payment of Your premium starting on the first day of the Policy Month which starts on or next follows the date on which You are no longer receiving Covered Services.



**ELIGIBILITY FOR THE PAYMENT OF BENEFITS.** You will be eligible for Benefits only if a Licensed Health Care Practitioner has certified to Us in writing, within the last twelve (12) months, that You are Chronically Ill; and a Plan of Care including the Qualified Long-Term Care Services You need is in place for You.

In order for certain Benefits to be payable, You must also satisfy the Elimination Period.

### **IMPORTANT DEFINITIONS**

The "**Activities of Daily Living**" (ADL) are: bathing, dressing, transferring, toileting, continence and eating.

"**Chronically Ill**" means You are unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living for an expected period of at least ninety (90) days due to a loss of functional capacity; or You require Substantial Supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

"**Monthly Benefit Amount**" means an amount equal to the number of days in a Calendar Month multiplied by the Maximum Daily Benefit Amount for Nursing Home or Assisted Living Facility shown on page 3 of the policy.

"**Plan of Care**" means a written plan prescribed by a Licensed Health Care Practitioner that identifies ways of meeting the Qualified Long-Term Care Service needs of a person who is Chronically Ill.

"**Qualified Long-Term Care Services**" means necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and Maintenance or Personal Care services which: (a) are required by a Chronically Ill individual; and (b) are provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

"**Severe Cognitive Impairment**" means a deterioration or loss in intellectual capacity that: (a) places You in jeopardy of harming Yourself or others and, therefore, You require Substantial Supervision by another individual; and (b) is measured by clinical evidence and standardized tests which reliably measure impairment in: (1) short or long term memory; (2) orientation to people, places or time; and (3) deductive or abstract reasoning. Severe Cognitive Impairment can result from Alzheimer's disease and similar forms of senility and irreversible dementia.

"**Substantial Assistance**" means Hands-On Assistance or Standby Assistance. "Hands-On Assistance" means that You require the physical assistance of another person without which You would be unable to perform the Activities of Daily Living. "Standby Assistance" means that You require the presence of another person within arm's reach of You that is necessary to prevent, by physical intervention, injury to You while You are performing the Activities of Daily Living.

"**Substantial Supervision**" means that You require continual supervision (which may include cueing by verbal prompting, gesture or other demonstrations) by another person that is necessary to protect You from threats to Your health and safety (such as may result from wandering).

### **COVERED SERVICES**

We will pay for the following Covered Services only if:

1. they are Qualified Long-Term Care Services; and
2. they are received after the Original Coverage Effective Date of the policy; and
3. they are received after satisfying any required Elimination Period; and
4. you are eligible for Benefits; and

5. the Total Lifetime Benefit has not been paid.

### **COVERED SERVICES - PRIMARY SERVICES**

During any Calendar Month, You may receive one or more Primary Services in a Facility, for which Benefits are payable on a monthly basis. The most We will pay for any combination of Primary Services You receive during any Calendar Month is the Nursing Home Monthly Benefit Amount. Payment of Benefits for Primary Services will reduce Your Total Lifetime Benefit.

#### **A. NURSING HOME, HOSPICE FACILITY, AND ASSISTED LIVING FACILITY**

**BENEFITS, INCLUDING BED RESERVATION BENEFITS.** We will pay up to the Nursing Home Monthly Benefit Amount for actual charges You incur in a Calendar Month for the following Covered Services received in and provided by a Facility: (1) room and board; and (2) Nursing Care, Maintenance or Personal Care, Therapy Services and Hospice Care, from a Formal Caregiver; and (3) Bed Reservation Benefits up to fifty (50) days per Policy Year. The amount We will pay for Bed Reservation Benefits will not be more than the Benefits We would pay if You had been confined in the Facility on those days.

**B. ALTERNATE SERVICES BENEFITS.** "Alternate Services" means Qualified Long-Term Care Services which are furnished in a facility not defined in the policy. We will consider paying for actual charges You incur for covered Alternate Services. We will pay for Alternate Services only if We determine that the Alternate Services meet all of the following: (1) the service falls within guidelines We establish as approved Alternate Services; and (2) it is a type of service described in Your Plan of Care; and (3) it effectively meets Your long-term care service needs; and (4) it is, for You, a cost-effective alternative to Primary Services which would have been covered under the policy; and (5) it is not provided by a member of Your Immediate Family; and (6) the Alternate Services and benefit amounts must be mutually agreed to, in writing, by You, Your Licensed Health Care Practitioner, and Us through an Alternate Services Agreement.

The Benefits We will pay for Alternate Services will be the lesser of: (1) the actual charges You incur for the services received; or (2) the Nursing Home Monthly Benefit Amount.

### **COVERED SERVICES - ADDITIONAL SERVICES**

Additional Services may be received on the same day as Primary Services, without affecting the benefit amounts for Primary Services. The Maximum Benefit Amounts We will pay for Additional Services are shown on page 3 of the policy.

**A. NEEDS ASSESSMENT BENEFITS.** After You become eligible for Benefits, You can receive, at no extra charge to You, one Needs Assessment from a Care Management Organization, selected by Us and to whom We make direct payment. Or, You may select a Care Management Organization to conduct one Needs Assessment and We will pay as a Covered Service the actual charges You incur up to \$275. You do not need to satisfy the Elimination Period for this Benefit to be payable. Receipt of this service will not count toward satisfying the Elimination Period. Payment of this Benefit will not reduce Your Total Lifetime Benefit.

**B. TRANSITION EXPENSE ALLOWANCE.** After You have satisfied the Elimination Period, We will pay up to the Maximum Benefit Amount for Transition Expense Allowance shown on page 3 of the policy. We will pay for actual charges You incur for Qualified Long-Term Care Services during or after the Elimination Period, if the expense was incurred on a day You were eligible for Benefits and not paid under any other provisions of the policy. Transition Expense Allowance may include items required pursuant to a Plan of Care, such as personal emergency response systems,

durable medical equipment or Home modifications, required by a Chronically Ill person in order to continue to live at Home. Home means any residence in which You are living or staying. Home does not include any nursing home, hospice facility, assisted living facility; other residential long-term care facility; or hospital or other acute care facility. We will not pay for modifications that would increase the value of Your Home. Receipt of this Benefit will not count toward satisfying the Elimination Period. Payment of this Benefit will reduce Your Total Lifetime Benefit.

- C. INFORMAL CAREGIVER TRAINING BENEFITS.** We will pay up to the Maximum Benefit Amount for Informal Caregiver Training shown on page 3 of the policy, for the actual charges You incur to train an Informal Caregiver to perform Maintenance or Personal Care services for You in Your Home. This training can take place while You are at Home, or in a Hospital, Nursing Home, Hospice Facility or Assisted Living Facility, to make it possible for You to return Home and be cared for by the person who received the training. You do not need to satisfy the Elimination Period for this Benefit to be payable. Receipt of this Benefit will not count toward satisfying the Elimination Period. Payment of this Benefit will reduce Your Total Lifetime Benefit.

### OPTIONAL RIDERS

The Riders shown below are available with Your policy. You have selected those Riders indicated by a (check mark). The provisions of these Riders are highlighted below. Please refer to the actual Rider for full details. The term Covered Partner, as used below, means Your spouse named on Your application if You and Your spouse select the Paid-Up Survivorship Rider or the Shared Care Rider.

- A. FUTURE PURCHASE RIDER.** (See Section 11) This Rider will provide You with an automatic increase in Your benefit amounts as of each Policy Anniversary, unless You give Us written notice of rejection prior to that Policy Anniversary. If You reject the automatic increases two (2) times in a row, You will no longer receive these increases automatically. There will be an additional premium for each increase in Your benefit amounts. The additional premium will be based on Your age and the premium rates at the time the increase takes effect. If no Benefits have been paid, each increase is equal to at least five percent (5%) of the benefit amounts in effect at the end of the prior Policy Year. No increases will be made if You are eligible for Benefits.
- B. 5% AUTOMATIC COMPOUND INFLATION PROTECTION RIDER.** (See Section 11) This Rider will provide You with an automatic increase in Your benefit amounts each year with no corresponding increase in premium. If no Benefits have been paid, the amounts of the increases are equal to five percent (5%) of the benefit amounts in effect at the end of the prior Policy Year.
- C. 5% AUTOMATIC SIMPLE INFLATION PROTECTION RIDER.** (See Section 11) This Rider will provide You with an automatic increase in Your benefit amounts each year with no corresponding increase in premium. If no Benefits have been paid, and no changes have been made to your benefit amounts pursuant to Your request, the amounts of the increases are equal to five percent (5%) of the benefit amounts on the Original Coverage Effective Date as shown on page 3 of the policy.
- D. NONFORFEITURE COVERAGE RIDER.** This Rider provides limited coverage if this Rider has been in effect for at least five (5) Policy Years and is in effect when Your policy ends because of nonpayment of premiums or Your written request to cancel the policy. The same benefit amounts as those payable under the policy in effect immediately prior to the Nonforfeiture Date will be payable under this Rider, except that the Total Lifetime Benefit will be reduced to that which can be provided by the Nonforfeiture Value applied as a net single premium. Nonforfeiture

Value means a percentage of premiums actually paid for this policy, not including any premiums waived or any portion of Your premium which paid for Your Nonforfeiture Coverage under the terms of this Rider. The Nonforfeiture Value will be not less than twenty-eight (28) percent at the end of five (5) full Policy Years, and will increase by one (1) percent for each completed quarter Policy Year that Your policy is in effect thereafter. Increases in the Nonforfeiture Value will end on the earlier of: (a) the end of the completed policy quarter in which the Nonforfeiture Value is eighty (80) percent; or (b) the Policy Anniversary on which You are eighty (80) years old. The total Benefits paid prior to and after the Nonforfeiture Date will not be more than the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date. Note, however, that the policy includes a Contingent Benefits Upon Lapse provision. We will not pay Benefits under both this Rider and the Contingent Benefits Upon Lapse provision of Your policy. We will automatically apply the feature that will provide You with the higher adjusted Total Lifetime Benefit.

- E. PAID-UP SURVIVORSHIP RIDER.** Your policy will be Paid-Up for the Coverage in effect as of the date Your Covered Partner's policy terminates due to Your Covered Partner's death. "Paid-Up" means that no further premiums are payable for Your policy, but the Coverage remains in effect. However, You must pay for any premium increase which results from a change in Benefits under the terms of Your policy after Your policy is Paid-Up under this Rider.

In order for Your policy to become Paid-Up under this Rider, ALL of the following conditions must be met:

1. both You and Your Covered Partner have each had a long-term care insurance policy which includes a Paid-Up Survivorship Rider in effect for at least ten consecutive (10) Policy Years; and both of these Riders must be in effect on the date Your Covered Partner dies; and
2. neither You nor Your Covered Partner were eligible for Benefits during the first ten (10) Policy Years that the Paid-Up Survivorship Rider is in effect for Your Policy and for Your Covered Partner's policy; and
3. You must provide Us with written proof, satisfactory to Us, of the death of Your Covered Partner.

- F. RESTORATION OF BENEFITS RIDER.** This Rider restores all or part of Your Total Lifetime Benefit by certain amounts paid on Your behalf which were applied against Your Total lifetime Benefit, if: (1) Your Total Lifetime Benefit has not been exhausted; and (2) any required premiums for this policy, including premiums for this Rider, have been paid to cover a continuous period of 180 days from the first day of the Policy Month on or after the date You were no longer Chronically Ill; and (3) You provide proof satisfactory to Us that You were not Chronically Ill at any time during this 180 day period.

- G. RETURN OF PREMIUM RIDER.** This Rider provides for a return of premium if this Rider has been in effect for at least four (4) Policy Years and is in effect on the date of Your death. The amount paid will be equal to the total premiums paid minus any Benefits paid or payable by Us.

- H. SHARED CARE RIDER.** This Rider allows Your Covered Partner to receive certain Benefits under Your policy after the Total Lifetime Benefit under Your Covered Partner's policy has been exhausted. When Your Covered Partner dies, the remaining Total Lifetime Benefit, if any, from Your Covered Partner's Policy will be added to the remaining Total Lifetime Benefit under Your policy. Coverage for both You and Your Covered Partner must be identical in all respects, for the entire time both policies are in effect up to the time Benefits become payable

under this Rider. Increases in benefit amounts under the Future Purchase Rider, if applicable, for one Covered Partner while the other Covered Partner is eligible for Benefits will not be taken into account in determining whether the coverage is identical under both policies. Any other change in Benefits to one Covered Partner's coverage that is not made to the other Covered Partner's coverage will cause the Shared Care Rider to end.

- I. TEN YEAR PREMIUM PAYMENT RIDER.** This Rider provides that the premium for the coverage purchased on Your Original Coverage Effective Date be Paid-Up on the tenth (10th) Policy Anniversary. Any premium increase which results from a change in benefits under the terms of the policy will be treated separately for purposes of this Rider. "Paid-Up" means no further premiums are payable, but the policy remains in effect. Note that if You end this Rider before Your policy is Paid-Up, You will not receive any offset, adjustment or refund of the accelerated premium paid under this Rider upon switching to the standard method of premium payment.
  - J. PAID-UP PREMIUMS RIDER.** This Rider provides for the premium for the coverage purchased on Your Original Coverage Effective Date to become Paid-Up at the later of the Policy Anniversary on or after Your 65th birthday or the tenth (10th) Policy Anniversary. Any premium increase which results from a change in benefits under the terms of the policy will be treated separately for purposes of this Rider. "Paid-Up" means no further premiums are payable, but the policy remains in effect. Note that if You end this Rider before Your policy is Paid-Up, You will not receive any offset, adjustment or refund of the accelerated premium paid under this Rider upon switching to the standard method of premium payment.
  - K. DOUBLE PAY FIRST YEAR RIDER.** This Rider provides that You pay two (2) times the premium amount that would otherwise be due for Your coverage during the first Policy Year that Your coverage is in effect. Then, the premium amount due in subsequent Policy Years will be reduced. The premium amounts due in the first Policy Year and thereafter will be shown in the Premium Schedule on page 3 of Your policy. Note that if You end this Rider before the end of the first Policy Year and Your policy remains in effect, You will not receive any offset, adjustment or refund of the accelerated premium paid under this Rider upon switching to the standard method of premium payment.
  - L. REDUCED PAY AT AGE 65 RIDER.** This Rider provides that You pay an increased premium amount than would otherwise be due for Your coverage prior to age 65. Then, on the Policy Anniversary on or after Your 65<sup>th</sup> birthday, the premium for Your coverage will be reduced to 50% of the premium that You paid prior to age 65. The premium amounts due in the first Policy Year and thereafter will be shown in the Premium Schedule on page 3 of Your policy. Note that if You end this Rider before Your 65<sup>th</sup> birthday and Your policy remains in effect, You will not receive any offset, adjustment or refund of the accelerated premium paid under this Rider upon switching to the standard method of premium payment.
10. **LIMITATIONS AND EXCLUSIONS.** No payment will be made for any of the following:
- a. Treatment of alcoholism or drug addiction, unless the addiction was due to such drug(s) taken on the advice of a Physician.
  - b. Any care received while in a Hospital, except in a unit specifically designated as a Nursing Home or Hospice Facility.
  - c. Any injury or sickness that results from:
    - 1. any war, or act of war (whether declared or undeclared); or

2. Your participation in a felony, riot or insurrection.
- d. Any intentionally self-inflicted injury.
- e. Services performed by a member of Your Immediate Family.
- f. Any care or services received outside of the United States and its territories, except as described in the International Coverage section of the policy.
- g. Any service or supply to the extent the expense for it is reimbursable under Medicare, or would be reimbursable but for the application of a deductible, coinsurance or co-payment amount. This exclusion will not apply where Medicare is the secondary payer under applicable law.
- h. Treatment received in a government facility (except a hospital or other institution of the State or county or municipal corporation of the State); services for which benefits are available under a government program (except Medicaid); or services for which no charge is normally made in the absence of insurance.
- i. We will not pay any claim for Covered Services received in Maryland when the appropriate regulatory board determines that the services were provided as a result of a prohibited referral as specified in Section 1-302 of the Health Organizations Article. A prohibited referral is a referral to a health care entity in which the health care practitioner and/or the practitioner's Immediate Family owns a beneficial interest or with which they have a compensation agreement.

**Once You are accepted for coverage, there are no limitations or exclusions for pre-existing conditions, or mental and nervous disorders, including Alzheimer's Disease.**

#### **COORDINATION OF METLIFE COVERAGES**

If You have more than one long-term care insurance policy or certificate issued or insured by MetLife, We will reduce the benefit amounts payable to the extent necessary so that the combination of Benefits under all of these policies and certificates will not exceed one hundred percent (100%) of the actual charges for Covered Services.

If You are eligible to receive Benefits under the policy and any other long-term care insurance policy or certificate issued or insured by MetLife with a coordination of benefits provision, then the policy or certificate with the earliest effective date will be deemed to be the primary coverage, and any other policy or certificate will be deemed secondary coverage, in order by effective date, from the earliest to the latest. Policies and certificates without a coordination of benefits provision will pay first.

This provision will not apply to policies or certificates which pay Benefits without regard to actual charges You incur.

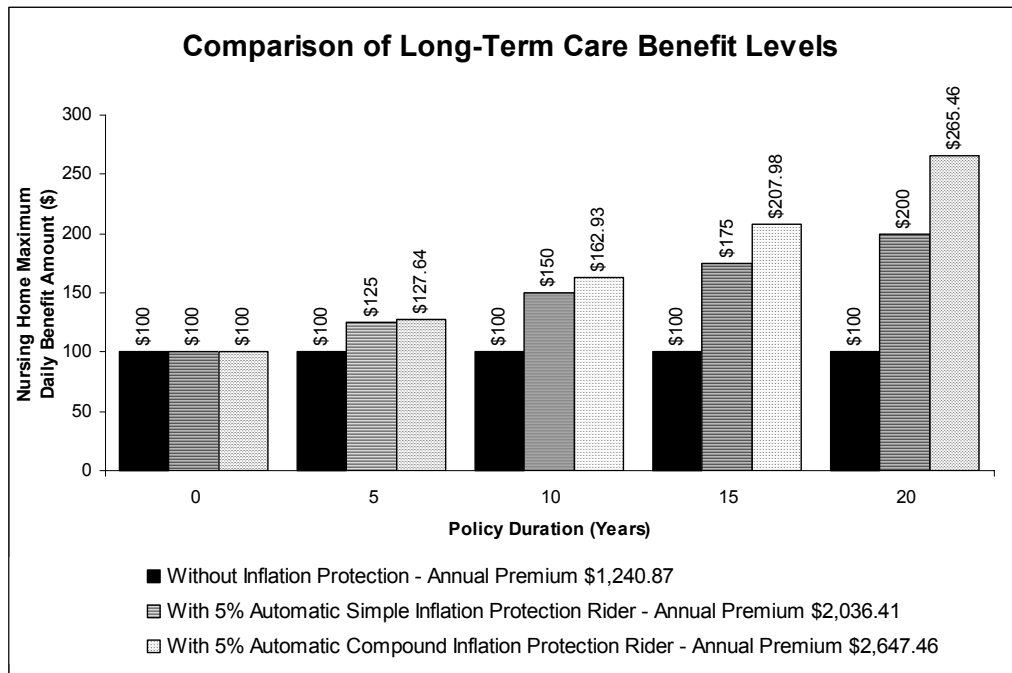
#### **THE POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.**

**11. RELATIONSHIP OF COST OF CARE AND BENEFITS.** Because the costs of long-term care services will likely increase over time, You should consider whether and how the benefits of the policy may be adjusted.

**A. INFLATION PROTECTION.** You will have the opportunity to purchase one of two (2) Inflation Protection Riders. If You choose one of these Riders, the following increases are made without regard to Your age, claim status, claim history, health, or the length of time You have been covered under the policy. We reserve the right to adjust premium rates, on a class basis, for these Inflation Protection options. You have the choice of:

- **5% Automatic Compound Inflation Protection rider.** This Rider will provide You with an automatic increase in Your benefit amounts each year with no corresponding increase in premium. If no Benefits have been paid, the amounts of the increases are equal to five percent (5%) of the benefit amounts in effect at the end of the prior Policy Year; or
- **5% Automatic Simple Inflation Protection rider.** This Rider will provide You with an automatic increase in Your benefit amounts each year with no corresponding increase in premium. If no Benefits have been paid and no changes have been made to Your benefit amounts pursuant to Your request, the amounts of the increases are equal to five percent (5%) of the benefit amounts on the Original Coverage Effective Date as shown on page 3 of the policy.

The following graph compares the benefits and premiums between a policy with the 5% Automatic Compound Inflation Protection Rider, a policy with the 5% Automatic Simple Inflation Protection Rider, and a policy without either Rider. For purposes of this graph, the premiums shown assume a policy issued to an individual who is age 65, has chosen a \$100 Nursing Home Maximum Daily Benefit Amount, a 5 year Total Lifetime Benefit, and a 45 day Elimination Period.



- B. FUTURE PURCHASE RIDER.** This Rider will provide You with an automatic increase in Your benefit amounts as of each Policy Anniversary, unless You give Us written notice of rejection prior to that Policy Anniversary. If You reject the automatic increase two (2) times in a row, You will no longer receive these increases automatically. There will be an additional premium for each increase in Your benefit amounts. The additional premium will be based on Your age and the premium rates at the time the increase takes effect. If no Benefits have been paid, each increase is equal to at least five percent (5%) of the benefit amounts in effect at the end of the prior Policy Year. No increases will be made if You are eligible for Benefits.
- C. BENEFIT INCREASE WITH EVIDENCE OF YOUR INSURABILITY.** You may, at any time, ask for an increase in Your benefit amounts in writing. Increases in amounts are subject to

proof of Your insurability, satisfactory to Us, and Our underwriting rules and limits in effect at the time of Your request. The extra premium for the increase will be based on Your age, premium rates and Health Rating, at the time the increase takes effect.

**D. BENEFIT DECREASES.** You may, at any time, request a decrease in Your benefit amounts in writing. Decreases in amounts are subject to Our rules and limits in effect at the time of the request.

**12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.** Once You are accepted for coverage, the policy provides coverage for insureds clinically diagnosed as having Alzheimer's Disease or related degenerative and dementing illnesses, under the same terms as coverage for any other condition that qualifies You as Chronically Ill.

### 13. ANNUAL PREMIUMS

(Premiums appear next to Riders selected.)

Facilities Only Policy	\$ _____
Future Purchase Rider	\$ _____
5% Automatic Compound Inflation Protection Rider	\$ _____
5% Automatic Simple Inflation Protection Rider	\$ _____
Nonforfeiture Coverage Rider	\$ _____
Paid-Up Survivorship Rider	\$ _____
Restoration of Benefits Rider	\$ _____
Return of Premium Rider	\$ _____
Shared Care Rider	\$ _____
Ten Year Premium Payment Rider	\$ _____
Paid-Up Premiums Rider	\$ _____
Reduced Pay at Age 65 Rider	\$ _____
Double Pay First Year Rider	\$ _____
Total Annual Premium	\$ _____*

\*This premium does not reflect any flexible premium payment riders that You may select.

Tax Note: The Ten-Year Premium Payment Rider, the Paid-Up Premiums Rider, the Reduced Pay at Age 65 Rider or the Double Pay First Year Rider provide an accelerated premium payment schedule that would result in either: (a) Your coverage being paid-up; or (b) Your premium being reduced in subsequent years or at age 65. You should be aware that the payment of premiums more rapidly than under a standard payment plan may result in a loss of tax deductions to which You would otherwise be entitled under the federal income tax law and the income tax laws of certain states. You should consult Your tax advisor prior to selecting an accelerated premium payment rider.

If You pay premiums more frequently than annually, an additional charge will be included.

**14. ADDITIONAL POLICY FEATURES**

- A. MEDICAL UNDERWRITING.** The issuance of a policy will depend on the medical information obtained from Your application and any other authorized medical information We require.
- B. INTERNATIONAL COVERAGE.** We will pay You Benefits for International Coverage if You qualify under the terms of the policy. "International" means any location outside of the United States and its territories. We will pay a per diem (daily) benefit of twenty-five percent (25%) of the Nursing Home Maximum Daily Benefit Amount shown on page 2 of this outline of coverage for each day that You are outside the United States. We will pay Benefits up to the lesser of: (1) Your Total Lifetime Benefit less any Benefits paid while You are in the United States and its territories; or (2) the Per Diem Benefit Amount for International Coverage times 3,650.

**Tax Note:** Benefit payments that are received that are in excess of the limits allowed under the federal income tax law may be includible in Your taxable income. In general, the taxable portion, if any, is the amount of such benefit payments:

- that exceed the greater of either: (a) the per diem limit under the federal income tax law; or (b) the actual expenses You incur for qualified long-term care services;
- less any reimbursement from all sources, including other insurance and Medicare, for the period over which benefits are paid.

You should consult your tax advisor.

- C. CONTINGENT BENEFITS UPON LAPSE.** Contingent Benefits Upon Lapse is included in the policy. In the event of a Substantial Premium Increase as defined in the policy, We will send You written notice of the increase at least forty-five (45) days before it takes effect. We will provide limited coverage ("Contingent Nonforfeiture Coverage") if Your policy ends because of nonpayment of premiums or Your written request to cancel the policy, within 120 days of a Substantial Premium Increase. If Contingent Nonforfeiture Coverage takes effect, the same benefit amounts as those payable under the policy immediately prior to the Contingent Nonforfeiture Date will be payable under Contingent Nonforfeiture Coverage, except that the Total Lifetime Benefit will be one hundred percent (100%) of the sum of all premiums paid, including the premiums paid before any changes in Benefits, but the benefit amount will not be less than thirty (30) times the Nursing Home Maximum Daily Benefit Amount in effect immediately prior to the Contingent Nonforfeiture Date. The total Benefits paid after the Contingent Nonforfeiture Date will not be more than the remaining Total Lifetime Benefit (after taking into account any prior claims paid) when Your policy ends. You will also have the opportunity to reduce Your benefits so that Your premium will not increase.
- D. EXTENSION OF BENEFITS.** If as of the date Your policy lapses, or as of the date We receive a written request to cancel the policy, You are eligible for Benefits and are confined in a Facility, We will extend the payment of Benefits for Covered Services received so long as, without interruption, You remain eligible for Benefits and confined. Subject to the Elimination Period and the terms of the policy, Benefits will be extended only until the earliest of the date: (1) You are no longer eligible for Benefits; or (2) You are no longer confined in a Facility; or (3) the Total Lifetime Benefit has been paid.
- E. GRACE PERIOD.** After the first premium, You have a grace period of sixty-six (66) days to pay each premium after it is due. If the premium is not paid within thirty-one (31) days after it is due, We will send a written notice of Lapse of the policy to You and to any person named to receive

such notice at the addresses given to Us. You have thirty-five (35) days after We mail this notice to pay the premium. The policy will stay in force during this time unless We receive a written request from You to cancel the policy. If We do not receive the premium within thirty-five (35) days of mailing the notice, the policy will then Lapse at the end of this thirty-five (35) day period.

**F. THIRD PARTY NOTIFICATION.** You have the right to name in writing a person in addition to You to receive notice of Lapse at the same time We send such notice to You. The person named will not be responsible for payment of the premium. You are responsible to inform Us of any change relating to the person named. We will inform You of Your right to change the person named at least once every two- (2) years.

**G. REINSTATEMENT.** If Your policy Lapses, We will reinstate Your policy back to the date it Lapsed, if within twelve (12) months of that date You or someone acting for You:

1. request reinstatement and submit an application (“Reinstatement Health Questionnaire”); an application for reinstatement is always required; and
2. submit proof of Your insurability, acceptable to Us, at Your expense; and
3. pay all past due premiums to Us, if We approve Your request for reinstatement. We will notify You of the amount of premium owed.

The policy will be reinstated upon approval of Your application (“Reinstatement Health Questionnaire”) and payment in full of all past due premiums. If we reinstate Your policy, Your premium will be what it would have been had Your coverage not been interrupted.

If We accept premium at any time without requiring an application (“Reinstatement Health Questionnaire”), Your policy will be reinstated. All past due premium must be paid at that time.

If We accept a premium prior to reinstatement and You complete the application (“Reinstatement Health Questionnaire”) as required, We will issue a Conditional Receipt for the premium tendered. We also require evidence of Your insurability acceptable to Us. No sales representative or other person may waive or change any of these requirements.

We will notify You in writing of Our decision on or before the forty-fifth (45) day after: (1) We receive Your request for reinstatement; or (2) the date of the Conditional Receipt (if any), whichever is earlier. If We do not notify You within this forty-five (45) day period, Your policy will be reinstated at the end of this forty-five (45) day period. If Your policy is reinstated, You must also pay all past due premiums to Us.

The reinstated policy will cover those Benefits which We would pay pursuant to the terms of the policy if You become eligible for Benefits after the date of reinstatement. In all other respects, Your rights and Ours will be the same as they were just prior to the date of Lapse.

**H. REINSTATEMENT FOR COGNITIVE IMPAIRMENT OR LOSS OF FUNCTIONAL CAPACITY.** If Your policy Lapses, We will reinstate Your policy back to the date it Lapsed, without proof of Your good health, if within six (6) months of that date You or someone acting for You:

1. request reinstatement; and
2. submit proof acceptable to Us, that You suffered a Severe Cognitive Impairment or loss of functional capacity before the policy Lapsed; and
3. pay all past due premiums to Us, if We approve Your request for reinstatement.

The standard of proof We will use will be no more restrictive than that described in the Eligibility for the Payment of Benefits section of the policy. If We reinstate Your policy, Your premium will be what it would have been if Your coverage had not Lapsed.

- 15. CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT METLIFE IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE POLICY.**