

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

**LONG-TERM CARE INSURANCE  
REQUIRED DISCLOSURE STATEMENT  
POLICY FORM LTC2-DD100-NYP**



**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.

**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.

This policy has been approved by the Department of Insurance under the New York State Partnership for Long-Term Care Program ("Partnership") for Medicaid protection available after exhaustion of the policy Benefits. Please refer to the Consumer Participation Agreement for further details.

1. The policy is an individual policy of insurance, issued in New York.
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. **TERMS UNDER WHICH THE POLICY MAY BE RETURNED AND PREMIUM REFUNDED.**
  - a. You can return the policy to Us, or to the sales representative from whom You bought it, within thirty (30) days from the date You receive it. If so returned, the policy will be void from the

beginning. We will refund any premium paid within thirty (30) days after We receive the returned policy.

- b. We will refund any unearned premium due at Your death or on cancellation of the policy to You, or to Your estate at Your death.

**4. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If You are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from MetLife.

Neither MetLife nor its agents represent Medicare, the federal government, or any state government.

**5. LONG-TERM CARE INSURANCE COVERAGE.** Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a Hospital, such as in a Nursing Home, in the community or in the Home.

The policy provides coverage in the form of a reimbursement benefit for covered long-term care expenses, subject to policy limitations and Elimination Period requirements.

**6. BENEFITS PROVIDED BY THE POLICY** (after You have satisfied the Elimination Period described below, and We have determined that You are eligible for Benefits):

**Maximum Daily Benefit Amount**

Nursing Home	\$ _____
Assisted Living Facility	\$ _____
Home Care and Community Care	\$ _____
Hospice Care	\$ _____
Respite Care (14 days/Policy Year)	\$ _____
<b>Total Lifetime Benefit</b>	\$ _____

**Elimination Period**       20 days     45 days     60 days

"Elimination Period" is the number of days after the Original Coverage Effective Date of the policy during which You must be: (1) Chronically Ill; and (2) receiving Primary Services (other than Respite Care), before certain Benefits become payable. These days need not be consecutive.

For Your information, there are two types of elimination period a policy may have. One is a "days of service" elimination period, which means You must: (1) be eligible for benefits; and (2) receive a covered service to have a day count toward the elimination period. The other type of elimination period is a "calendar days" or "disability" elimination period, which means that You must only be eligible for benefits to have a day count toward the elimination period. The Elimination Period for the policy is based upon "days of service" to help keep the premium lower.

**ELIGIBILITY FOR THE PAYMENT OF BENEFITS.**

You will be eligible for Benefits only if:

- 1. We are given proof, satisfactory to Us, that You are Chronically Ill; and

2. a Licensed Health Care Practitioner has certified in writing to Us, in the last 12 months, that You are Chronically Ill; and
3. 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.

**"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.

**"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**

On any day, You may receive one or more Primary Services. The most We will pay for any combination of Primary Services You receive on any day is the highest Maximum Daily Benefit

Amount associated with the Primary Services You receive that day. However, the most We will pay for each Primary Service that You receive is the Maximum Daily Benefit Amount for that Primary Service. Payment of benefits for Primary Services will reduce Your Total Lifetime Benefit.

- A. NURSING HOME AND ASSISTED LIVING FACILITY.** We will pay up to the applicable Maximum Daily Benefit Amount for actual charges You incur for the following Covered Services received in and provided by a Nursing Home or Assisted Living Facility: (1) Room and board; and (2) Nursing Care, Maintenance or Personal Care, and Therapy Services, from a Formal Caregiver.
- B. BED RESERVATION BENEFITS.** Bed Reservation Benefits means the Benefits We will pay for actual charges You incur to hold a space in a Nursing Home or Assisted Living Facility to enable You to return to the facility. We will pay for Bed Reservation Benefits up to the Nursing Home Maximum Daily Benefit Amount for up to twenty (20) days per Policy Year to hold a space in a Nursing Home, and up to twenty (20) days per Policy Year to hold a space in an Assisted Living Facility.
- C. HOME CARE & COMMUNITY CARE BENEFITS.** We will pay up to the Home Care and Community Care Maximum Daily Benefit Amount for actual charges You incur for the following Covered Services You receive while at Home: (1) Home Health Care Services performed by a Nurse or Therapist; and (2) Home Health Care Services performed by a Home Health Aide from a Home Health Care Agency; and (3) Homemaker Services performed by a Homemaker from a Home Health Care Agency; and (4) Adult Day Care. Home means any residence in which You are living or staying. Home does not include any hospital or other acute care facility. For purposes of the Transition Expense Allowance provided by the Supplemental Benefits Rider, the term Home also does not include a nursing home, assisted living facility or hospice facility.
- D. HOSPICE CARE.** We will pay the Maximum Daily Benefit Amount for Hospice Care services You receive. Hospice Care may be received in a Hospice facility or in Your Home. We will pay Benefits for Hospice Care regardless of the actual charges You incur. However, on any day that We pay Benefits for Hospice Care, no other Benefits for Primary Services will be payable on that day.
- E. RESPITE CARE BENEFITS.** "Respite Care" means Covered Services from a Formal Caregiver that temporarily relieves the Informal Caregiver. These Covered Services may be received in a Nursing Home, Hospice facility, Assisted Living Facility, at Home or in an Adult Day Care Center. We will pay the Maximum Daily Benefit Amount for Respite Care shown on page 3 of the policy, for a maximum of fourteen (14) days per Policy Year, for Respite Care You receive.

Important Tax Note: This policy pays Benefits for Hospice Care and Respite Care regardless of the actual costs incurred. Such amounts are taxable to the extent they exceed the Internal Revenue Service ("IRS") per diem limitation for such period. The per diem limitation for such period is the greater of: (a) the IRS dollar amount in effect multiplied by the number of days in the period for which the benefit is paid; or (b) the cost incurred for Qualified Long-Term Care Services over this period; less the reimbursement from all sources for Qualified Long-Term Care Services You receive during this period (including other insurance and Medicare). The IRS dollar limitation is subject to change due to medical inflation each year.

- F. ALTERNATE CARE.** We will pay up to the Nursing Home Maximum Daily Benefit Amount for charges You incur for the following Covered Services received on any day You are in Alternate Care status:

1. Room and board; and
2. Nursing Care, Maintenance or Personal Care, Therapy Services and Hospice Care from a Formal Caregiver.

“Alternate Care Status” means You are in a Hospital awaiting the availability of Nursing Home, Assisted Living Facility or Home Care and Community Care Services, and You have been determined by a Physician to be in Alternate Care Status.

### **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. CARE ADVISORY SERVICES.** We will pay 100% of the Nursing Home Maximum Daily Benefit Amount for up to two (2) days per Policy Year for charges You incur for Care Advisory Services. Any Benefits for Care Advisory Services not used in a previous Policy Year cannot be carried over into any future Policy Year.

Care Advisory Services means any of the following services provided by a Care Advisor:

- assessing Your long-term care service needs;
- developing a long-term care service plan;
- requisitioning and coordinating long-term care services;
- implementing the long-term care service plan; and
- monitoring and reassessing long-term care services as needed from time to time.

Benefits for Care Advisory Services may be received on the same day as Primary Services. You do not need to complete the Elimination Period in order to receive Care Advisory Services. Receipt of these services will not count toward satisfying Your Elimination Period. Receipt of these Benefits 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.

- A. NONFORFEITURE COVERAGE RIDER.** This Rider provides limited coverage if this Rider has been in effect for at least three (3) 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 the greater of: (1) the sum of all premiums paid or waived for coverage during the time this Rider is in effect; or (2) thirty (30) times the Nursing Home Maximum Daily Benefit Amount in effect immediately prior to the Nonforfeiture Date. The total Benefits paid under this Rider will not be more than the remaining Total Lifetime Benefit when Your policy Lapsed or ended due to Your request to cancel the policy. Note, however, that if the policy includes a Contingent Benefits Upon Lapse Rider, We will not pay Benefits under both this Rider and the Contingent Benefits Upon Lapse Rider. We will

automatically apply the feature that will provide You with the higher adjusted Total Lifetime Benefit.

**Important Notice: Medicaid Extended Coverage is NOT available under Nonforfeiture Coverage.**

- B. CONTINGENT BENEFITS UPON LAPSE RIDER.** In the event of a Substantial Premium Increase as defined in the rider, 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 the greater of: (1) the sum of all premiums paid or waived under the terms of the policy; or (2) thirty (30) times the Nursing Home Maximum Daily Benefit 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.

**Important Notice: Medicaid Extended Coverage is NOT available under Contingent Nonforfeiture Coverage.**

- C. ENHANCED ELIMINATION PERIOD RIDER.** This Rider provides that for each day that You are Chronically Ill, We will credit You with a day toward satisfying the Elimination Period for Home Care and Community Care Covered Services. Note, however, that Your Elimination Period for other Covered Services will continue to apply as stated in the policy.
- D. 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.
- E. 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 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.
- F. 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.

- **G. 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.

- **H. SUPPLEMENTAL BENEFITS RIDER.** This Rider provides Benefits for (1) Transition Expense Allowance; (2) Informal Caregiver Training; and (3) Specialized Transportation. The Benefits payable under this Rider will reduce Your Total Lifetime Benefit under the policy.

After You have satisfied the Elimination Period, We will pay up to fifteen (15) times the Nursing Home Maximum Daily Benefit Amount for Transition Expense Allowance for the actual charges You incur for items or services that qualify under the Transition Expense Allowance if: (1) they are received during or after the Elimination Period; and (2) 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. 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.

We will pay up to five (5) times the Nursing Home Maximum Daily Benefit Amount for Informal Caregiver Training 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. We will not pay for training someone who will be paid, under the terms of the policy, to care for You. You must satisfy the Elimination Period for this Benefit to be payable. Receipt of this Benefit will not count toward satisfying Your Elimination Period.

We will pay up to the five (5) times the Nursing Home Maximum Daily Benefit Amount for Specialized Transportation for the actual charges You incur for Specialized Transportation, which is hiring a vehicle with ramps, lifts or other specialized equipment to assist You to get in and out of it, to enable You to receive Qualified Long-Term Care Services (such as to and from an Adult Day Care Center). You must satisfy the Elimination Period for payment of this Benefit. Receipt of these services will not count toward satisfying the Elimination Period.

- 7. 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 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, or as provided by the Alternate Care provision of the policy.
  - c. Any injury or sickness that results from:
    1. any war, or act of war (whether declared or undeclared); or
    2. 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 possessions.
  - g. Any service or supply to the extent the expense for it is reimbursed under Medicare, or would be reimbursed but for the application of a deductible, coinsurance or co-payment amount. This exclusion will not apply where Medicare is secondary payer under applicable law. You must file all Medicare claims relating to the service or supply prior to submitting a claim under this policy for such service or supply.
  - h. Treatment received in a government facility (unless otherwise required by law); 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.

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.

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

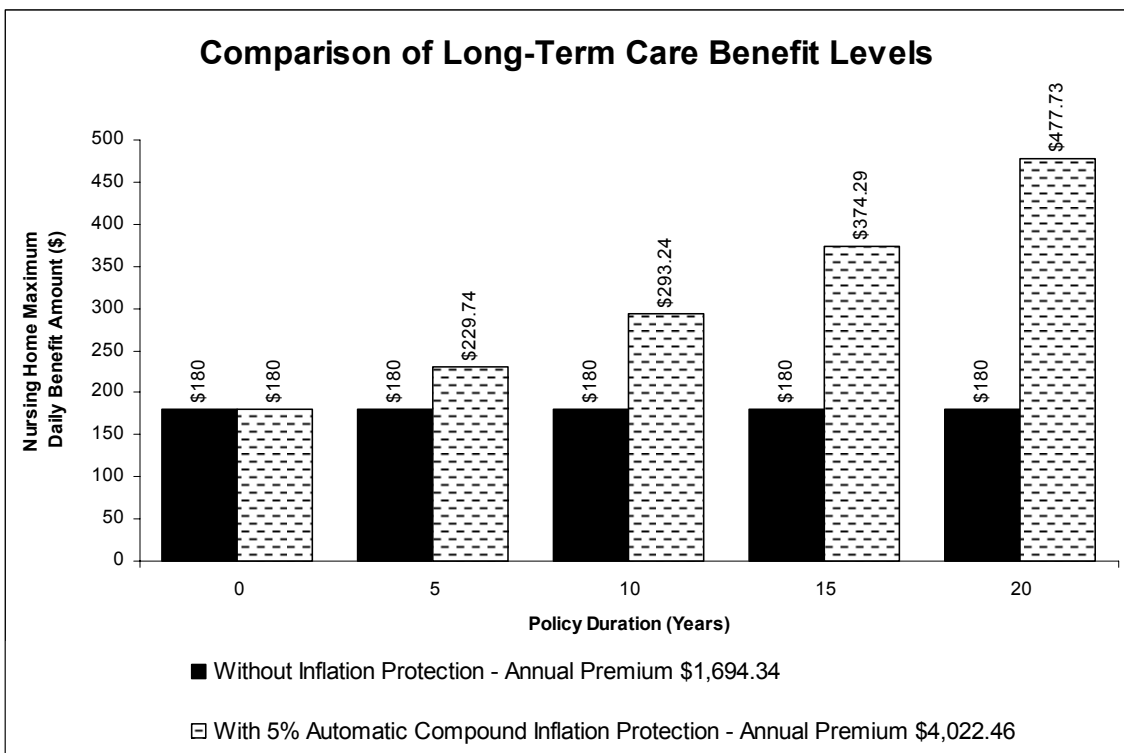
- 8. RELATIONSHIP OF COST OF CARE AND BENEFITS.** Because the costs of long-term care services will likely increase over time, You should consider whether and how the Benefits of the policy may be adjusted.
- A. INFLATION PROTECTION.** If You are age 79 or less at the time You purchase this policy, 5% Automatic Compound Inflation Protection is included with the policy. If You are age 80 or more at the time of purchase You may either choose or waive the option to purchase 5% Automatic Compound Inflation Protection.

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 this Inflation Protection feature.

— **5% Automatic Compound Inflation Protection (included in the policy if You are age 79 or less at the time of purchase).** This 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.

The following graph compares the Benefits and premiums between a policy with 5% Automatic Compound Inflation Protection and a policy without this feature. For purposes of this graph, the premiums shown assume a policy issued to an individual who is age 65, has chosen a \$180 Nursing

Home Maximum Daily Benefit Amount, a \$180 Home Care and Community Care Maximum Daily Benefit Amount, a 2year Total Lifetime Benefit, and a 60 day Elimination Period.



- B. BENEFIT INCREASE WITH PROOF OF GOOD HEALTH.** You may, at any time, ask for an increase in Your benefit amounts in writing. Increases in amounts are subject to proof of Your good health, 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.
  - C. 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. However, in order to maintain the Partnership-approved status of the policy, the Nursing Home Maximum Daily Benefit Amount and the duration of coverage may not be lower than the minimums then required for a Partnership-approved long-term care insurance policy.
- 9. 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.

**10. ANNUAL PREMIUMS**

**(Premiums appear next to Riders selected.)**

Comprehensive Policy	\$ _____
Nonforfeiture Coverage Rider	\$ _____
Enhanced Elimination Period Rider	\$ _____
Ten Year Premium Payment Rider	\$ _____
Paid-Up Premiums Rider	\$ _____
Reduced Pay at Age 65 Rider	\$ _____
Double Pay First Year Rider	\$ _____
Supplemental Benefits 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.

**TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS. We reserve the right to change premium rates, subject to applicable state Insurance Department approval. Any such change in premium rates will apply to all policies in the same class as Yours in the state where Your policy was issued. The premium will not increase because You get older or Your health changes. However, Your premiums will change if We change Your benefit amounts or coverage as a result of Your request or as a result of an increase as provided under the terms of the policy.**

**11. 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.

**12. 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. EXTENSION OF BENEFITS.** Lapse of the policy will be without prejudice to any Benefits payable under the policy if eligibility to receive such Benefits or total disability began while the policy is in force and continues without interruption after the policy Lapses. For purposes of this policy, total disability means that You are Chronically Ill. Subject to the Elimination Period and the terms of the policy, extension of these Benefits beyond the date of Lapse will continue only until the first of the date:
1. You are no longer eligible for Benefits, or no longer have a total disability; or
  2. The Total Lifetime Benefit has been paid; or in the case of Assisted Living Facility or Home Care and Community Care Benefits, a period of twelve (12) months has elapsed since the date of Lapse.
- C. GRACE PERIOD.** You have a grace period of thirty-one (31) days to pay each premium due after the first premium. If the premium is not paid by the end of the grace period, 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.
- D. THIRD PARTY NOTIFICATION.** You have the right to name a person 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.
- E. 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 good health, 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.

**F. 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.

**G. MODIFICATION IN THE EVENT OF FUTURE NATIONAL HEALTH BENEFITS.** If a national long-term care program is created through public funding that duplicates the Benefits provided by the policy, and You are eligible for such program, We will implement one or a combination of the following amendments to Your policy based upon mutual agreement with (and approval by) the Superintendent of Insurance of the State of New York:

1. Reduce premiums to the extent that Benefits provided by the policy have been duplicated by the national program; or
2. Increase Benefits provided by the policy to make up for Benefits that have been duplicated by the national program.

**H. SPECIAL POLICY FEATURES.**

1. **Minimum Policy Standards:** This qualified policy meets or exceeds the minimum policy standards established by the New York Partnership for Long-Term Care Program.
2. **Enhanced Policy Standards:** The minimum standards for a qualified long-term care insurance policy under the New York Partnership include: (1) a sixty (60) day Elimination Period; (2) a minimum daily benefit amount; (3) a Total Lifetime Benefit of two (2) years of Nursing Home or two (2) years of Home Care, or a combination of the two. If You select: (1) a twenty (20) or forty-five 45 day Elimination Period; (2) a longer Total Lifetime Benefit; or (3) optional

nonforfeiture coverage or other optional Riders, then Your policy will exceed the minimum policy standards for a New York Partnership-approved policy. However, if You choose any or all of these Benefits, it will not affect Your ability to qualify for Medicaid Extended Coverage under the New York Partnership program.

## **I. ADVANTAGES OF CONSUMER PARTICIPATION IN THE NEW YORK STATE PARTNERSHIP FOR LONG-TERM CARE.**

(See Your Consumer Participation Agreement for complete details.)

Medicaid Extended Coverage (Asset Protection): When You, as a participating consumer, have received twenty-four (24) months of Nursing Home policy Benefits, or the equivalent Hospice facility, Assisted Living Facility or Home Care and Community Care Benefits, You are eligible to apply for New York State Medical Assistance (“Medicaid”) without regard to the usual Medicaid resource limitations on eligibility (“Medicaid Extended Coverage”). Specifically, an amount of the participating consumer’s countable resources or assets up to the total dollar amount of the insurance Benefits paid on his/her behalf will not be subject to Medicaid resource transfer of spend down rules, and shall, therefore, be exempted in determining his/her eligibility for Medicaid.

However, the participating consumer applying for Medicaid Extended Coverage shall remain subject to Medicaid resource transfer and spend down rules regarding his/her countable resources or assets greater than the total dollar amount of the insurance Benefits paid on his/her behalf, and subject to the income limitations set forth at New York State Social Services Law, Section 366. The participating consumer eligible for Medicaid Extended Coverage shall not be subject to Medicaid liens and recoveries against his or his protected resources for the cost of correctly paid Medical Assistance.

**PLEASE NOTE:** Medicaid Extended Coverage is available only through the New York State Medical Assistance Program. Although You may receive the Benefits provided by the policy outside of New York State, Medicaid Extended Coverage is available only if applied for in New York State. New York State’s Medicaid Extended Coverage commitment to You will remain in effect for as long as You keep Your insurance under the policy in force (or if Your policy has terminated as a result of exhaustion of Your Total Lifetime Benefit) and otherwise meet the conditions of the Partnership.

Each year, Your Nursing Home Maximum Daily Benefit Amount must equal or exceed the minimum daily benefit amount for New York Partnership-approved long-term care insurance policies. The 5% Automatic Compound Inflation Protection feature is designed to allow You to keep pace with the Partnership minimum daily benefit amount requirements.

Please read Your Consumer Participation Agreement carefully for details about Your responsibilities as a participating consumer.

You are also entitled to the following:

1. Hot Line: a toll-free hot line for general information about the New York Partnership is available through the New York State Department of Insurance. You may call the toll-free number from within New York State at 1-888-NYS-PLTC or from outside New York, as a toll call at (518) 473-8083.

2. Denied Benefit Authorization Request (“BAR”) Review: denied Benefit Authorization requests under Partnership-approved long-term care insurance policies are subject to reviews by the New York State Partnership. Consult Your Consumer Participation Agreement for additional details about this additional review process.
  3. Binding Arbitration Option: in addition to appeals and other options available for denial of Your eligibility for Benefits, You have the option of seeking binding arbitration when You are so notified by the Partnership. This means that if You elect binding arbitration, You waive the right to bring legal action on the particular matter in dispute. See the Consumer Participation Agreement for details.
- J. EXPECTED BENEFIT RATIO.** The expected benefit ratio for this policy exceeds 65% for issue ages over 65 and 60% for issue ages under 65. This ratio is the portion of future premiums which the company expects to return as benefits, when averaged over all people with this policy.
- 13. 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.**