
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Filing at a Glance

Company:	Metropolitan Life Insurance Company
Product Name:	Group Long-Term Care Insurance – Premium Rate Schedule Increase Filing
State:	Virginia
TOI:	LTC03G Group Long Term Care
Sub-TOI:	LTC03G.001 Qualified
Filing Type:	Form/Rate
Date Submitted:	07/12/2016
SERFF Tr Num:	META-130649719
SERFF Status:	Closed-Approved
State Tr Num:	META-130649719
State Status:	Approved
Co Tr Num:	CT14-76 (PRE-RATE) (RESUB1) RW

Implementation	
Date Requested:	
Author(s):	Cherise Livingston, Cory Johnson, Patricia Brabant
Reviewer(s):	Greg Smith (primary), Elsie Andy, Bill Dismore
Disposition Date:	11/21/2019
Disposition Status:	Approved
Implementation Date:	

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

General Information

Project Name: G.LCUL
Project Number: CT14-76 (PRE-RATE) (resub1) RW
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: Resubmission
Group Market Size: Large
Overall Rate Impact:

Deemer Date: 12/21/2019
Submitted By: Robert Waldron

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Group
Previous Filing Number: META-130076752
Group Market Type: Employer
Filing Status Changed: 11/21/2019
State Status Changed: 11/21/2019
Created By: Robert Waldron
Corresponding Filing Tracking Number:
State TOI: LTC03G Group Long Term Care

Filing Description:
July 12, 2016

Virginia Bureau of Insurance
State Corporation Commission
P.O. Box 1157
Richmond, VA

Re:Group Long-Term Care Insurance – Premium Rate Schedule Increase Filing
Our NAIC Company No. is 65978
Our FEIN is 13-5581829

Dear Sir/Madam:

We are filing, for your review and approval, a request for a 45% premium rate schedule increase with respect to certain group long-term care insurance policies issued for delivery (sitused) in your state before July 1, 2010. This is a resubmission of SERFF # META-130076752. Prior objections have been addressed in the new materials.

Please note that the requested increase will not apply to any group long-term care insurance policy issued with rates that were based on the prospective premium rate schedule increase that was approved by your Department on December 4, 2009 (those group long-term care insurance policies were issued on or after July 1, 2010).

Please note that previously, a premium rate increase of 45% was previously disapproved by your Department on 5/17/14 for insureds in groups sitused in Virginia.

We are submitting a separate filing for post-rate stabilization business.

We will only implement the premium rate schedule increase after we have received approval from your Department and will apply the increase to all certificates issued under group long-term care insurance policies sitused in your state except those certificates issued to residents of other states whose requirements are asserted to apply to rate increases for certificates issued in such other states regardless of group policy situs. As to certificates issued in any such other state, we will implement the increase approved by that state, whether it is higher or lower than the increase that your state approved for certificates issued under group policies sitused in your state.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
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Please note that for certificateholders who were issued certificates in your state under a group long-term care insurance policy situated in another state, we will implement their increases after we've satisfied any requirements for the premium rate schedule increase of the situs state of their group policy (including obtaining approval, if required) without regard to your review of this filing.

The premium rate schedule increase for which we are seeking approval will apply to the following group long-term care insurance policy forms:

- GPNP99-LTC approved by your Department on August 4, 1998 and certificates issued thereunder; and
- G.LTC2798 approved by your Department on August 4, 1998 and certificates issued thereunder.

Please note that these forms are currently not being marketed.

We are submitting an actuarial memorandum and rates in support of our request.

Requirement for Updated Projections

Please note that we do not intend to provide updated projections annually for the next three years.

Company Rate Information Provided on SERFF

Please note the following with respect to the information entered under Company Rate Information in the SERFF system:

"Written Premium Change for this Program" and "Written Premium for this Program" only reflects premium information for certificates issued to residents of your state under group policies issued from within and from outside of your state.

The "# of Policyholders Affected for this Program" only reflects the number of certificates issued to residents of your state under group policies issued in and outside of your state.

Notification to Certificateholders of Premium Rate Schedule Increase

We intend to provide certificateholders with a minimum of 60 days advance written notice prior to the first effective date of the premium rate schedule increase. In our written notification we will explain that:

- The amount of the increase requested in this filing and the amount of the increase approved by your Department;
- If the full amount of the requested increase is approved by your Department, a statement that the certificate may be subject to rate increases in the future. If the amount of the increase approved by your Department is less than the amount requested in this filing, the notice will include the same statement and may include an additional statement about the likelihood of MetLife making future rate increase requests on the certificate. The wording of this additional statement will depend on the degree of variance from the amount requested;
- The current premium rate and the premium rate after the increase is applied;
- A statement that the premium rate adjustment will be effective on the certificate's premium due date.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

•Information regarding each premium rate increase on this certificate form or similar policy/certificate forms over the past ten (10) years for this state or any other state that identifies:

- 1.The policy/certificate forms for which premium rates have been increased;
- 2.The calendar years when the form was available for purchase; and
- 3.The percent range of each increase;

•The following options available to the certificateholder:

- 1.the certificateholder can continue his/her current coverage by paying the new premium amount when due;
- 2.the certificateholder can reduce his/her coverage to lessen the impact of the premium rate schedule increase if the current level of coverage permits a reduction;
- 3.if the certificateholder's coverage lapses (due to nonpayment of premium or cancellation) at any time from the date of our written notification up to 120 days following the first due date of the new premium ("Election Period"), that the certificateholder will have nonforfeiture coverage as follows:
 - a.if the certificateholder's coverage does not include a nonforfeiture feature we will issue the certificateholder the Limited Coverage Upon Lapse Following Premium Increase Endorsement ("LCUL") described below;
 - b.if the certificateholder's coverage includes a nonforfeiture feature, but that feature will provide no benefit or a lower benefit than LCUL (as determined by us), we will issue the certificateholder LCUL and pay benefits under LCUL rather than the nonforfeiture feature included in the certificateholder's coverage;
 - c.if the certificateholder's coverage includes a nonforfeiture feature that will pay benefits equal to or greater than LCUL (as determined by us), we will provide nonforfeiture coverage under the feature already included in the certificateholder's coverage;
 - d.if the certificateholder's coverage includes a nonforfeiture feature that will pay benefits that are different than the benefits provided under LCUL such that we determine that it would be appropriate to provide the certificateholder with a choice of retaining their existing nonforfeiture feature or electing LCUL, we will present LCUL as an option that the certificateholder can elect instead of the nonforfeiture feature included in the certificate. In this scenario, LCUL will only be issued and applied if specifically elected by the certificateholder instead of the nonforfeiture feature included in his/her certificate;
 - e.if the certificateholder qualifies for coverage under Contingent Benefit Upon Lapse as a result of the premium rate schedule increase, we will instead provide coverage under LCUL since the benefit payable under LCUL is equal to the benefit payable under Contingent Benefit Upon Lapse; and

We will not provide coverage under more than one feature that provides for a nonforfeiture benefit.

We have included a copy of our certificateholder notification letter for informational purposes.

Limited Coverage Upon Lapse Following Premium Increase Endorsement

In connection with our request for approval of a premium rate schedule increase, we are filing the following forms for review and approval. Please refer to the section above titled Notification to Policyholders of Premium Rate Schedule Increase for

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

information on how we intend to use these endorsements. These forms are new, do not replace another form and do not impact premium rates.

Form Number:Description:

G.LCULLIMITED COVERAGE UPON LAPSE FOLLOWING PREMIUM INCREASE ENDORSEMENT. Endorsement to be issued to certificateholders whose coverage lapsed during the Election Period (described above) and (1) whose policies did not include a nonforfeiture benefit; or (2) who qualified for Contingent Benefit Upon Lapse as a result of the premium rate schedule increase.

G.LCUL-1LIMITED COVERAGE UPON LAPSE FOLLOWING PREMIUM INCREASE ENDORSEMENT. Endorsement to be issued to certificateholders whose coverage lapsed during the Election Period (described above) and whose policies included a nonforfeiture benefit that did not provide a benefit equal to or greater than that provided by the LCUL.

G.LCUL-2LIMITED COVERAGE UPON LAPSE FOLLOWING PREMIUM INCREASE ENDORSEMENT. Endorsement to be issued to certificateholders whose coverage lapsed during the Election Period (described above) and whose policies included a nonforfeiture benefit that will pay benefits different than the benefits provided under LCUL and who chose LCUL instead of the nonforfeiture benefit included in their coverage.

These endorsement forms achieve a Flesch score of 50.

The contact person for this filing is:

Gina Jisonna
1300 Hall Boulevard
Bloomfield, CT 06002
Telephone: 860-656-3809
gjisonna@metlife.com

Thank you for your attention to our filing. We look forward to hearing from you.

Sincerely,

Thomas G. Reilly
Director
Product Management & Compliance

Company and Contact

Filing Contact Information

Gina Jisonna, Sr. Product Consultant	gjisonna@metlife.com
1300 Hall Blvd	860-656-3809 [Phone]
Bloomfield, CT 06002	860-656-3815 [FAX]

State Tracking #: META-130649719

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1)
RW

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Filing Company Information

Metropolitan Life Insurance
Company
MetLife
1095 Avenue of the Americas
New York, NY 10036
(212) 578-2211 ext. [Phone]

CoCode: 65978
Group Code: 241
Group Name:
FEIN Number: 13-5581829

State of Domicile: New York
Company Type: Life
State ID Number:

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Bill Dismore	11/21/2019	11/21/2019

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Info has been requested from company	Bill Dismore	11/21/2019	11/21/2019
Info has been requested from company	Bill Dismore	11/19/2019	11/19/2019
Info has been requested from company	Bill Dismore	11/15/2019	11/15/2019
Info has been requested from company	Bill Dismore	11/13/2019	11/13/2019
Info has been requested from company	Bill Dismore	07/29/2019	07/29/2019
Info has been requested from company	Bill Dismore	07/29/2019	07/29/2019
Info has been requested from company	Bill Dismore	07/26/2019	07/26/2019
Info has been requested from company	Bill Dismore	03/01/2019	03/01/2019
Info has been requested from company	Bill Dismore	02/21/2019	02/21/2019
Info has been requested from company	Bill Dismore	12/26/2018	12/26/2018

Response Letters

Responded By	Created On	Date Submitted
Cory Johnson	11/21/2019	11/21/2019
Cory Johnson	11/19/2019	11/19/2019
Cory Johnson	11/19/2019	11/19/2019
Cory Johnson	11/13/2019	11/13/2019
Cory Johnson	07/29/2019	07/29/2019
Cory Johnson	07/29/2019	07/29/2019
Cory Johnson	07/26/2019	07/26/2019
Robert Waldron	03/01/2019	03/01/2019
Robert Waldron	02/28/2019	02/28/2019
Robert Waldron	01/11/2019	01/11/2019

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Info has been requested from company	Bill Dismore	12/11/2018	12/11/2018
Info has been requested from company	Bill Dismore	11/06/2018	11/06/2018
Info has been requested from company	Bill Dismore	11/05/2018	11/05/2018
Info has been requested from company	Bill Dismore	10/15/2018	10/15/2018
Info has been requested from company	Bill Dismore	04/16/2018	04/16/2018
Info has been requested from company	Bill Dismore	04/06/2018	04/06/2018
Info has been requested from company	Janet Houser	12/05/2017	12/05/2017
Disapproved	Janet Houser	12/01/2017	12/01/2017
Info has been requested from company	Janet Houser	04/06/2017	04/06/2017
Info has been requested from company	Janet Houser	03/29/2017	03/29/2017
Disapproved	Janet Houser	07/27/2016	07/28/2016

Response Letters

Responded By	Created On	Date Submitted
Robert Waldron	12/18/2018	12/18/2018
Cherise Livingston	11/16/2018	11/16/2018
Robert Waldron	12/03/2018	12/03/2018
Robert Waldron	10/19/2018	10/19/2018
Robert Waldron	09/27/2018	09/27/2018
Robert Waldron	09/27/2018	09/27/2018
Robert Waldron	09/27/2018	09/27/2018
Robert Waldron	09/27/2018	09/27/2018
Robert Waldron	11/28/2017	11/28/2017
Robert Waldron	11/28/2017	11/28/2017
Robert Waldron	03/27/2017	03/27/2017

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-11	Cory Johnson	11/12/2019	11/12/2019
Form	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	Cory Johnson	10/31/2019	10/31/2019

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	EOV_INSURED Letter_for VA GROUP-Revised 2019-10-31	Cory Johnson	10/31/2019	10/31/2019
Supporting Document	ALR Response	Cory Johnson	10/09/2019	10/09/2019
Supporting Document	Attachment-ALR	Cory Johnson	10/09/2019	10/09/2019
Supporting Document	VA Group Cert Letter 45_revised 122718 - John Doe	Robert Waldron	01/16/2019	01/16/2019
Supporting Document	EOV_INSURED Letter_for VA GROUP_1-10-19	Robert Waldron	01/16/2019	01/16/2019
Form	VA Group Cert Letter 45	Robert Waldron	12/03/2018	12/03/2018
Supporting Document	State Rate Action Summary	Robert Waldron	09/27/2018	09/27/2018

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Rate Rukle Tab break out information	Note To Reviewer	Robert Waldron	02/28/2019	02/28/2019
Actuarial Review - Final Summary Report	Reviewer Note	Bill Dismore	11/21/2019	
VALR for LTCI Filings	Reviewer Note	Bill Dismore	07/18/2019	
RRS	Reviewer Note	Bill Dismore	04/06/2018	

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Disposition

Disposition Date: 11/21/2019

Implementation Date:

Status: Approved

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Metropolitan Life Insurance Company	39.000%	39.000%	\$280,996	665	\$720,501	39.000%	39.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Certification of Compliance	Received & Acknowledged	Yes
Supporting Document	Product Checklist	Received & Acknowledged	Yes
Supporting Document (revised)	L&H Actuarial Memorandum	Received & Acknowledged	Yes
Supporting Document (revised)	Long Term Care Insurance Rate Request Summary	Received & Acknowledged	Yes
Supporting Document	L&H Readability - Health	Received & Acknowledged	Yes
Supporting Document (revised)	Group Coverage Change Form FINAL 11-07-11	Received & Acknowledged	Yes
Supporting Document	Optional Inflation Provision_Group	Received & Acknowledged	Yes
Supporting Document (revised)	Objection Response	Received & Acknowledged	Yes
Supporting Document	Cost of Care	Received & Acknowledged	Yes
Supporting Document (revised)	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-21	Received & Acknowledged	Yes
Supporting Document	Certificates & EOv	Received & Acknowledged	Yes
Supporting Document	LCUL EOv	Received & Acknowledged	Yes
Supporting Document	Certificate and Policy approvals	Received & Acknowledged	Yes
Supporting Document	Group Filing status by State	Received & Acknowledged	Yes
Supporting Document	Original Actuarial memorandum	Received & Acknowledged	Yes
Supporting Document	Attachments for response	Received & Acknowledged	Yes
Supporting Document (revised)	State Rate Action Summary	Received & Acknowledged	Yes
Supporting Document	VA Group Objection Response Attachment	Received & Acknowledged	Yes

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Response Letter 11.16.18	Received & Acknowledged	Yes
Supporting Document (revised)	VA Group Cert Letter 45_revised - John Doe	Received & Acknowledged	Yes
Supporting Document (revised)	Removed-Duplicate	Received & Acknowledged	Yes
Supporting Document	Response Objection 2019-07-25	Received & Acknowledged	Yes
Supporting Document	ALR Response	Received & Acknowledged	Yes
Supporting Document	Attachment-ALR	Received & Acknowledged	Yes
Supporting Document	Response to Objection 2019-11-15	Received & Acknowledged	Yes
Supporting Document	L&H Actuarial Memorandum	Withdrawn	No
Supporting Document	L&H Actuarial Memorandum	Withdrawn	No
Supporting Document	Long Term Care Insurance Rate Request Summary	Withdrawn	No
Supporting Document	Long Term Care Insurance Rate Request Summary	Withdrawn	No
Supporting Document	Long Term Care Insurance Rate Request Summary	Withdrawn	No
Supporting Document	Group Certificatefolder Letter	Withdrawn	No
Supporting Document	Objection Response	Withdrawn	No
Supporting Document	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-19	Withdrawn	No
Supporting Document	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-11	Withdrawn	No
Supporting Document	EOV_INSURED Letter_for VA GROUP-Revised 2019-10-31	Withdrawn	No
Supporting Document	EOV_INSURED Letter_for VA GROUP-Revised	Withdrawn	No
Supporting Document	EOV_INSURED Letter_for VA GROUP_12-12-18	Withdrawn	No
Supporting Document	EOV Insured Letter	Withdrawn	No
Supporting Document	State Rate Action Summary	Withdrawn	No
Supporting Document	VA Group Cert Letter 45_revised - John Doe	Withdrawn	No
Supporting Document	VA Group Cert Letter 45_revised 122718 - John Doe	Withdrawn	No
Supporting Document	VA Group Cert Letter 45_revised 122718 - John Doe	Withdrawn	No
Supporting Document	Removed-Duplicate	Withdrawn	No
Supporting Document	EOV_INSURED Letter_for VA GROUP_1-10-19	Withdrawn	No
Supporting Document	EOV_INSURED Letter_for VA GROUP_1-10-19	Withdrawn	No
Form (revised)	Endorsement	Approved	Yes
Form (revised)	Endorsement	Approved	Yes

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Schedule	Schedule Item	Schedule Item Status	Public Access
Form (revised)	Endorsement	Approved	Yes
Form (revised)	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	Filed	Yes
Form	Endorsement	Withdrawn	No
Form	Endorsement	Withdrawn	No
Form	Endorsement	Withdrawn	No
Form	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	Withdrawn	No
Form	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	Withdrawn	No
Form	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	Withdrawn	No
Form	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	Withdrawn	No
Form	VA Group Cert Letter 45_FINAL 1-2019-revised	Withdrawn	No
Form	VA Group Cert Letter 45_FINAL 1-2019-revised	Withdrawn	No
Form	VA Group Cert Letter 45_FINAL 1-2019	Withdrawn	No
Form	VA Group Cert Letter 45_revised 122718	Withdrawn	No
Form	VA Group Cert Letter 45	Withdrawn	No
Form	VA Group Cert Letter 45	Withdrawn	No
Form	VA Group Cert Letter 45	Withdrawn	No
Form	VA Group Cert Letter 45	Withdrawn	No
Form	VA Group Cert Letter 45	Withdrawn	No
Form	VA Group Cert Letter 45	Withdrawn	No
Rate (revised)	VA_Group_Rates_with_39%Increase	Approved	Yes
Rate	VA_Group_Rates_Generic_CURRENT_with_45%Increase	Withdrawn	No
Rate	VA_Group_Rates_Generic_CURRENT_with_45%Increase	Withdrawn	No

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	11/21/2019
Submitted Date	11/21/2019
Respond By Date	11/22/2019

Dear Gina Jisonna,

Introduction:

One or more forms included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: Please bracket the customer service team phone number for consistency and add to the EOv. The section where the phone number appears is under Options to consider, B. 2.

[B. Insert for insureds who are NOT provided decrease options:]

2. Call our customer service team to explore possible options

Please be aware that in some situations for example, if your coverage is already at the lowest available level you will not be able to decrease your coverage. If you wish to discuss

possible options, please call our customer service team at 1-800-438-6388.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the revised forms to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Should you wish to discuss any of the objections or provide additional information related to any of the objections, this should be done prior to making a new SERFF submission.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	11/19/2019
Submitted Date	11/19/2019
Respond By Date	11/21/2019

Dear Gina Jisonna,

Introduction:

One or more forms included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: Thank you for quickly responding to our last objection letter. We have the following request in order to complete this filing review.

1. Please remove the gray highlights on page 1 for [Date of Letter] down through [Address2].

2. Provide an updated "John Doe" policyholder notification letter using this revised form.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the revised forms to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Should you wish to discuss any of the objections or provide additional information related to any of the objections, this should be done prior to making a new SERFF submission.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	11/15/2019
Submitted Date	11/15/2019
Respond By Date	11/20/2019

Dear Gina Jisonna,

Introduction:

One or more forms included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: 1. Under "Options to consider", the end of the first sentence refers to MetLife's Long-Term Care Inforce Rate Increase History, which has been removed from the letter. Please revise this sentence.

2. Under "Options to consider", 1. A2., the customer service phone number should be variable as it is in other sections of the letter. Please revise and update the E.O.V.

3. Under "Options to consider", B. 2., the last sentence asks the policyholder to review the "...current cost of long-term care in your area, which is enclosed with this letter." This statement is also included under "Next Steps" in the second sentence. The current cost of long-term care enclosure is not listed as an enclosure on the last page of the letter below the signature block. Please revise or explain how this enclosure is provided to the policyholder.

4. Please consider making "Enclosures" a variable item and adding the variability options to the E.O.V.

5. In the last paragraph of the letter, above "Sincerely" please clarify if the company intends to charge the new premium rate to the policyholder for any change in coverage implemented prior to the rate increase effective date. If this statement is to remain in the letter, please provide examples of how the company intends to apply a new premium charge using the new rates prior to the new rate implementation date.

Objection 2

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: The letter still contains highlighted areas on page one in the "Date of Letter" and name and address fields. Please place a clean copy of the form in the Form Schedule.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the revised forms to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Should you wish to discuss any of the objections or provide additional information related to any of the objections, this should be done prior to making a new SERFF submission.

Thank you for your courtesy and consideration in this matter.

Sincerely,

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	11/13/2019
Submitted Date	11/13/2019
Respond By Date	11/15/2019

Dear Gina Jisonna,

Introduction:

One or more forms included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: Please place a clean version of PH-LTR-GRP-VA that does not contain the highlighted text.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the revised forms to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	07/29/2019
Submitted Date	07/29/2019
Respond By Date	08/02/2019

Dear Gina Jisonna,

Introduction:

One or more forms included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- VA Group Cert Letter 45_FINAL 1-2019-revised, PH-LTR-GRP-VA (Form)

Comments: Please remove the revised John Doe version of the letter from the Form Schedule. This should be placed under the Supporting Documentation tab. A clean version of the proposed PH-LTR-GRP-VA form should be placed under the Form Schedule.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the revised forms to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

A response to this objection (or request for information if more applicable) is expected within 30 days. After 30 days, the filing will be DISAPPROVED unless a 30-day extension is requested.

Once a submission has been closed, a new SERFF submission will be required. To expedite the review, the new submission should reference the SERFF tracking number of the prior submission and verify that all outstanding issues have been addressed.

Should you wish to discuss any of the objections or provide additional information related to any of the objections, this should be done prior to making a new SERFF submission.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	07/29/2019
Submitted Date	07/29/2019
Respond By Date	08/02/2019

Dear Gina Jisonna,

Introduction:

One or more forms included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- VA Group Cert Letter 45_FINAL 1-2019, PH-LTR-GRP-VA (Form)

Comments: Thank you for the revised PH-LTR-GRP-VA.

1. Please remove the highlights from the form letter.
2. Please submit a revised John Doe letter using the latest policyholder notification letter.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the revised forms to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

A response to this objection (or request for information if more applicable) is expected within 30 days. After 30 days, the filing will be DISAPPROVED unless a 30-day extension is requested.

Once a submission has been closed, a new SERFF submission will be required. To expedite the review, the new submission should reference the SERFF tracking number of the prior submission and verify that all outstanding issues have been addressed.

Should you wish to discuss any of the objections or provide additional information related to any of the objections, this should be done prior to making a new SERFF submission.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Bill Dismore

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	07/26/2019
Submitted Date	07/26/2019
Respond By Date	08/23/2019

Dear Gina Jisonna,

Introduction:

One or more forms included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- VA Group Cert Letter 45_revised 122718, PH-LTR-GRP-VA (Form)

Comments: Second Paragraph

We have concerns that the flowing statement may be misleading:

Please note that we requested a 45% increase on your certificate and received authority from the Virginia insurance regulator to implement the [45%] increase on your certificate.

Rather than state that the approved rate increase was authorized, we suggest that the statement clarify that the Bureaus review indicated that the percentage increase was the amount actuarially justified under Virginias regulatory requirements.

Objection 2

- VA Group Cert Letter 45_revised 122718, PH-LTR-GRP-VA (Form)

Comments: Please advise if the company address and telephone numbers are intended to be variable fields. If so, the fields should be bracketed and a description of how the fields are subject to change should be added to the Statement of Variability (SOV).

Objection 3

- EOVS_INSURED Letter_for VA GROUP_12-12-18 (Supporting Document)

Comments: 1. The SOV refers to Reduce Your Coverage on the first page. Please advise if this section refers to Options To Consider at the bottom of the second page of the letter. If so, the references should align.

2. Please note that the hours of operation are bracketed for variability. As such, the SOV should explain how the text is subject to change.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the revised forms to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

A response to this objection (or request for information if more applicable) is expected within 30 days. After 30 days, the filing will be DISAPPROVED unless a 30-day extension is requested.

Once a submission has been closed, a new SERFF submission will be required. To expedite the review, the new submission should reference the SERFF tracking number of the prior submission and verify that all outstanding issues have been addressed.

Should you wish to discuss any of the objections or provide additional information related to any of the objections, this should be

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1)
RW

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	03/01/2019
Submitted Date	03/01/2019
Respond By Date	03/08/2019

Dear Gina Jisonna,

Introduction:

One or more forms included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: Please revise the Rate Request Summary Average, Minimum and Maximum Requested Percentage Rate Change Per Member from 45% to 39%.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the revised forms to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

A response to this objection (or request for information if more applicable) is expected within 30 days. After 30 days, the filing will be DISAPPROVED unless a 30-day extension is requested.

Once a submission has been closed, a new SERFF submission will be required. To expedite the review, the new submission should reference the SERFF tracking number of the prior submission and verify that all outstanding issues have been addressed.

Should you wish to discuss any of the objections or provide additional information related to any of the objections, this should be done prior to making a new SERFF submission.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	02/21/2019
Submitted Date	02/21/2019
Respond By Date	03/14/2019

Dear Gina Jisonna,

Introduction:

During our review, we noted the following inconsistencies and/or need additional information to continue. Please note, any revisions, modifications, or changes of any type to a filing not specifically requested by us must be brought to our attention upon resubmission and explained in detail.

Objection 1

- L&H Actuarial Memorandum (Supporting Document)

Comments: After review of this rate submission, please consider reducing the rate increase request from 45% to 39%.

This request comes under the purview of 14VAC5-200-150 B. 11., that the future loss ratio after deducting policy reserves is greater than 60%. Our actuary recommends this reduction for the following reason(s) stated below:

In Attachment 2 submitted by the Company, the lifetime loss ratio in the original filing was 72% using actual sales. However, this exhibit used the original interest rate at the time of pricing (6.0%) so we used the data in that exhibit to recalculate at 4.68% to match the interest rate in the current projection, resulting in an original loss ratio of 81.2%. The projected lifetime loss ratio without an increase is 101.1% and 93.9% after the requested increase. The future loss ratio taking into account the active life reserve is 57%.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the requested Information to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

A response to this objection (or request for information if more applicable) is expected within 30 days. After 30 days, the filing will be DISAPPROVED unless a 30-day extension is requested.

Once a submission has been closed, a new SERFF submission will be required. To expedite the review, the new submission should reference the SERFF tracking number of the prior submission and verify that all outstanding issues have been addressed.

Should you wish to discuss any of the objections or provide additional information related to any of the objections, this should be done prior to making a new SERFF submission.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	12/26/2018
Submitted Date	12/26/2018
Respond By Date	01/11/2019

Dear Gina Jisonna,

Introduction:

During our review, we noted the following inconsistencies and/or need additional information to continue. Please note, any revisions, modifications, or changes of any type to a filing not specifically requested by us must be brought to our attention upon resubmission and explained in detail.

Objection 1

- VA Group Cert Letter 45, PH-LTR-GRP-VA (Form)

Comments: Thank you for your responses to our objection received 12/18/2018. We have a few additional concerns.

1. Please explain why the addition of a certificate number to the policyholder notification letter is complex and what is meant by the Company's statement, "extra-territorial requirements."
2. In paragraphs 2 and 3 on page 1 of the letter, the 45% premium increase is bracketed as the BOI requested. However, in both paragraphs there is an additional sentence in which the 45% increase is mentioned and the "45%" is not bracketed. Please insert brackets around the premium increase percentage where it appears. An explanation for the bracketed premium increase must be explained on the Statement of Variability. Please add an explanation.
3. Please remove the highlighted sentences from the letter and remove the strikeout words from the letter found in paragraph 4. The letter should be a clean version.
4. Please include a "John Doe" version of the finalized PH-LTR-GRP-VA form.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the requested information to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned. Thank you.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status Info has been requested from company
Objection Letter Date 12/11/2018
Submitted Date 12/11/2018
Respond By Date

Dear Gina Jisonna,

Introduction:

During our review, we noted the following inconsistencies and/or need additional information to continue. Please note, any revisions, modifications, or changes of any type to a filing not specifically requested by us must be brought to our attention upon resubmission and explained in detail.

Objection 1

- VA Group Cert Letter 45, PH-LTR-GRP-VA (Form)

Comments: 1. Page 1 - [Date of Letter]: Please add an explanation of variability for the [Date of Letter].

2. Page 1 - Since this is a group policy, please add "[Certificate Number]" and add an explanation of variability for this item.

3. Page 1, paragraphs 2 and 3 contain premium percentages (i.e. 45%). The premium percentages should be variable and added to the explanation of variability.

4. Pages 1 - 6 contain instructions encased in brackets (for example, "[Insert this paragraph for insureds who ARE NOTE on premium waiver:]"). As these are instructions, they must be included on the explanation of variability.

5. Page 1, last sentence in the first paragraph, "It is critical....": For clarity, please use the definition of the pronoun "It".

6. Page 1, paragraph 4, last two sentences of the paragraph that begins with, "Our past experience ...". These sentences should be replaced for clarity and consistency with the explanation provided in your Rate Increase Narrative. The first sentence of your LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf states, "Over time, evidence emerged that LTC insurance certificateholders keep their certificates longer, collect their benefits earlier and use their benefits longer than we originally anticipated. As a result, actuarial pricing assumptions were changed to reflect new expectations such as a larger number of claims and claims that lasted longer than initially expected." This explanation is much clearer than the current explanation found in the letter.

7. Last paragraph on page 2, "Options to consider" has a number of options that appear variable. Please explain why these options are variable. The BOI does not understand why "2. Call our customer service team to explore possible options" and "3. End your coverage" are variable. If the company chooses to have these paragraphs remain variable, the explanation of variability needs to be amended as requested in item #4. above.

8. Please make the signature, name and title of the officer signing the letter variable and add to the explanation of variability.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the requested information to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned. Thank you.

SERFF Tracking #: META-130649719 **State Tracking #:** META-130649719

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1)
RW

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	11/06/2018
Submitted Date	11/06/2018
Respond By Date	11/15/2018

Dear Gina Jisonna,

Introduction:

During our review, we noted the following inconsistencies and/or need additional information to continue. Please note, any revisions, modifications, or changes of any type to a filing not specifically requested by us must be brought to our attention upon resubmission and explained in detail.

Objection 1

- L&H Actuarial Memorandum (Supporting Document)

Comments: There is a conflict in the following two statements from the Actuarial Memorandum. On page 1, it states: In accordance with Virginia requirements, this premium rate schedule increase will only apply to certificates issued before October 1, 2003, the effective date of the rate stabilization rule for this state. Then on page 2, it states: In accordance with Virginia requirements, this premium rate schedule increase will only apply to certificates issued under group policies effective before October 1, 2003, the effective date of the rate stabilization rule for this state. The second statement is in accordance with the Bureaus position on how to determine proper application of pre/post-stability rules for group contracts based on the policy effective date rather than the certificate effective date. Please confirm that this is the method which the Company used to subdivide the business. Please also revise the Memorandum to modify the incorrect statement on page 1.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the requested information to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned. Thank you.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	11/05/2018
Submitted Date	11/05/2018
Respond By Date	12/05/2018

Dear Gina Jisonna,

Introduction:

During our review, we noted the following inconsistencies and/or need additional information to continue. Please note, any revisions, modifications, or changes of any type to a filing not specifically requested by us must be brought to our attention upon resubmission and explained in detail.

Objection 1

- L&H Actuarial Memorandum (Supporting Document)

Comments: Please provide the active life reserve as of 12/31/2016 for the pre-stability block underlying the nationwide projections.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the requested information to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned. Thank you.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	10/15/2018
Submitted Date	10/15/2018
Respond By Date	

Dear Gina Jisonna,

Introduction:

During our review, we noted the following inconsistencies and/or need additional information to continue. Please note, any revisions, modifications, or changes of any type to a filing not specifically requested by us must be brought to our attention upon resubmission and explained in detail.

Objection 1

- L&H Actuarial Memorandum (Supporting Document)

Comments: 1.Please provide an A/E analysis on each assumption (morbidity, mortality, lapse), with expected on both original and current assumption basis.

2.We note that the average maximum valuation rate used in the projections is the same for this filing (4.48%) as for the post-stability filing META-130649751. Wouldnt the different range of issue years produce a different average valuation rate for the two subsets of business?

Conclusion:

We shall be glad to reconsider this submission upon receipt of the requested information to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned. Thank you.

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	04/16/2018
Submitted Date	04/16/2018
Respond By Date	

Dear Gina Jisonna,

Introduction:

The submission is *DISAPPROVED* and may not be used in the Commonwealth of Virginia.

One or more itemss included within the submission were found to be in non-conformity with statutory, regulatory or administrative requirements as set forth below.

Objection 1

- L&H Actuarial Memorandum (Supporting Document)

Comments: 1.Please provide a copy of the original actuarial memorandum, including original pricing assumptions, original anticipated loss ratio, and mix of business.

2.For all projections requested below, please comply with the following:

- Please remove any policies in paid-up status from all projections, both past and future.
- Please use the average maximum valuation interest rate for accumulation and discounting, including any discounting of claim reserves back to the incurral year.
- Please recompute nationwide earned premiums to assume Virginia rate levels (both the past and proposed rate changes in Virginia).
- Please update with actual experience through at least 12/31/2016.

3.For each of the four subsets of the nationwide business corresponding to the combinations of (up to 5 year/>5 year benefit periods) and (none/auto-inflation protection), please provide (in Excel format) the following five projections (20 total):

- current assumptions and current rates
- current assumptions with the proposed rate increase
- current assumptions with premiums restated as if the proposed rate schedule had been in effect from inception
- original assumptions and original premiums from inception
- actual past experience (claims, mortality, lapse) but original assumptions in the future, with all premiums at the original premium scale from inception

4.For each of the four subsets of the business above, please provide the active life reserves on a nationwide basis.

5.Please specify whether waived premiums are included in earned premiums and incurred claims; provide the waived premium amounts and impact on requested increase.

6.Please show both the claim reserve and the paid claims separately in the projections. Please specify whether the claim reserves are fixed at the time of the claim or adjusted over time to reflect experience as it emerges. Please provide a sufficiency analysis of the actual runout experience of historical claims over time versus the claim reserves that were assumed.

7.Please provide in Excel format an exhibit showing the rate increase history and status of existing rate increase requests in each

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

state, including the cumulative approved rate increase percentage and the in force annualized premium for each state.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the additional requested information to address the objections noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Thank you for your courtesy and consideration in this matter.

Bill Dismore
Insurance Market Examiner - Rates

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status Info has been requested from company
Objection Letter Date 04/06/2018
Submitted Date 04/06/2018
Respond By Date

Dear Gina Jisonna,

Introduction:

The submission is *DISAPPROVED* and may not be used in the Commonwealth of Virginia. A continued review found additional items included within the submission that need to be addressed as set forth below.

Objection 1

- VA_Group_Rates_Generic_CURRENT_with_45%Increase, [GPNP99-LTC, G.LTC2798] (Rate)

Comments: In addition to providing the current rates as requested in our objection letter of 12/01/2017, please place the applicable policy form number on the appropriate proposed rate revision page and the current rate pages so that they can be compared properly.

Objection 2

- L&H Actuarial Memorandum (Supporting Document)

Comments: Rate Increases - Virginia compared with All Other States

- 1) Tell us which states the company has requested rate increases for these policy forms.
- 2) Compare the rate increases requested for Virginia with those requested in other states.
- 3) What is the status of those rate increases in other states.

Conclusion:

We shall be glad to reconsider this submission upon receipt of responses to address all the objections noted above and sent on 12/01/2017 and 12/05/2017. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Thank you for your courtesy and consideration in this matter.

Sincerely,

Bill Dismore
Insurance Market Examiner

Sincerely,
Bill Dismore

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status	Info has been requested from company
Objection Letter Date	12/05/2017
Submitted Date	12/05/2017
Respond By Date	

Dear Gina Jisonna,

Introduction:

The submission is *DISAPPROVED* and may not be used in the Commonwealth of Virginia.

Thank you for your response regarding the policyholder letter. Please address the following:

- 1) The prominence of the company's full and proper name remains a concern. The name and address of the company are in a font size that is smaller than the text of the letter and there is no connection with the reference to MetLife, which is substantially larger than all other text, and not the official name of the company. So that our objection may be resolved, please increase to size of the text of Metropolitan Life Insurance Company and use bold type as well to bring more attention to the company's full and proper name.
- 2) According to your response, if the coverage lapses at any time between the date of this letter and 120 days from the effective date of the rate increase, the Limited Coverage Upon Lapse Endorsement (LCUL) or their nonforfeiture would go into effect. The Company states the completed Coverage Change/Cancellation Form must be returned to ensure the cancellation is processed before the Effective Date of Increase. We agree a form would be needed to exercise the benefit prior to the expiration of 120 day window; however, the form is not required for this benefit to become effective. As a result, we feel this language is potentially misleading. Please revise the language in the letter to clearly indicate that if no response is received, the benefits will automatically become effective.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the information noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Janet Houser

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status Disapproved
Objection Letter Date 12/01/2017
Submitted Date 12/01/2017
Respond By Date

Dear Gina Jisonna,

Introduction:

The submission is DISAPPROVED and may not be used in the Commonwealth of Virginia.

Thank you for your recent reply to our request for additional information. Before further consideration may be given, this new information presents the following concerns and/or questions. The policyholder letter remains under review and will be addressed in a separate letter at a later date.

Objection 1

- L&H Actuarial Memorandum (Supporting Document)

Comments: Based on Actuarial Memorandum this filing applies to two group policies: GPN99-LTC and G.LTC2798. We are able to confirm GPN99-LTC was approved in Virginia 8/13/99; we are unable, however, to confirm when policy form G.LTC2798 was approved. Please provide a copy of the approval by the Bureau of Insurance.

Are both of these "policy" form numbers or is G.LTC2798 a certificate form number? The reason this is being questioned is that in a previous filing META-126139118, the filing has a similar form format for certificates. The heading in that actuarial memorandum states: "For Group Policy Form GPNP99-LTC When Issued With Certificate Forms: G.LTC6297, G.LTC6197, and G.LTC199."

Assuming these are both group policies, what certificates would be affected by this rate increase?

The Company provided copies of the G.LTC6197, G.LTC6197 and G.LTC199FPVA/F certificates. It is unclear why these were provided when those form numbers are included in the filing submission. Please explain.

Objection 2

- VA_Group_Rates_Generic_CURRENT_with_45%Increase, [GPNP99-LTC, G.LTC2798] (Rate)

Comments: The Company has provided the current rates with the 45% rate increase. Please attach to Supporting Documentation the Current rates prior to the rate increase

Objection 3

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: The number of policyholders affected on the LTC Rate Request Summary does not match the number of Virginia policyholders affected by this rate increase. Please resolve the discrepancy.

For our purposes, please provide certificate holders rather than policyholders when providing this information

Objection 4

- L&H Actuarial Memorandum (Supporting Document)

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Comments: Experience has only been provided through 2014. Please update all exhibits to provide experience at least through 2016.

Please provide Virginia distribution of business as of September 30, 2017.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the information noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Janet Houser

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status Info has been requested from company
Objection Letter Date 04/06/2017
Submitted Date 04/06/2017
Respond By Date

Dear Gina Jisonna,

Introduction:

The submission is DISAPPROVED and may not be used in the Commonwealth of Virginia.

Our continued review of this filing indicates the following concerns and questions. We'll continue our review of the submitted filing upon receipt of the following information.

Objection 1

- VA Group Cert Letter 45, PH-LTR-GRP-VA (Form)

Comments: For the record, we are only providing objections under this filing regarding the policyholder letter. We will request the letter be removed from SERFF tracking # META-130649751. Please address the following concerns with the policyholder letter:

- a) Pursuant to 14VAC5-100-50 2, the full and proper corporate name of the insurer shall prominently appear in letter. Please amend the letter accordingly.
- b) Since the policy form number is specific to Virginia, the first sentence of the last paragraph on page one is not needed and should be removed.
- c) Paragraph B2 (page 3) references information on the current cost of care as an enclosure. We are unable to locate the Cost of Care Chart unless this is the Rate Increase History. Please attach a copy to Supporting Documentation.
- d) Under "Next Steps" the letter states to make any changes in the coverage, the Coverage Change/Cancellation Form must be returned. Since no form is required for the CBUL to go into effect, the language should clearly state that if the premium remains unpaid and no form is returned, the CBUL will automatically be exercised. That would also be true if the contractual nonforfeiture benefit comes into play or the LCUL, correct? And as result, the insured should clearly understand that process.
- e) The Company added language that the insured has a right to require a confirmation of the new premium to satisfy the requirement in 14VAC-200-75 A 4 b which states the insured has a right to a revised premium rate or rate schedule. A rate schedule is normally a part of the policy or certificate and this is what the insured as a right to request. A confirmation would not appear to be the same document. To resolve our concern, please replace the word "confirmation" with a premium rate or rate schedule.
- f) Although the variance is the policyholder letter may be self - explanatory, please attach a Statement of Variability for the letter to Supporting Documentation and attach a final version of the letter to the Form Schedule.

Objection 2

- Objection Response (Supporting Document)

Comments: According to your previous response, the insured will receive a new Schedule of Benefits with a cover letter and a copy of the policy was attached to the filing. Unfortunately, I am unable to locate this. Please re-attach and include a copy of the cover letter in Supporting Documentation.

In addition, please provide a copy of the Statement of Variability that would have been approved at the time the policy was approved. How does the Schedule comply with indicating the effective date of change in the policy benefits versus the original effective date of

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

the certificate?

Objection 3

Comments: After our recent discussion about extraterritorial jurisdiction, please address the following concerns:

1. The Company stated "We will only implement the premium rate schedule increase after we have received approval from your Department and will apply the increase to all certificates issued under group long-term care insurance policies situated in your state except those certificates issued to residents of other states whose requirements are asserted to apply to rate increases for certificates issued in such other states regardless of group policy situs. As to certificates issued in any such other state, we will implement the increase approved by that state, whether it is higher or lower than the increase that your state approved for certificates issued under group policies situated in your state."

Since the group policy was issued in Virginia, unless the other state exerts extraterritorial Jurisdiction, it would seem the Company would implement the rate increased approved in Virginia. Do you not agree?

2. The Company stated "Please note that for certificateholders who were issued certificates in your state under a group long-term care insurance policy situated in another state, we will implement their increases after weve satisfied any requirements for the premium rate schedule increase of the situs state of their group policy (including obtaining approval, if required) without regard to your review of this filing."

Since Virginia does not have any authority over group LTCI forms and rates issued under a group policy issued in another state, those rate increases do not need to be filed in Virginia and those filings, if any, should be withdrawn.

3. The Company stated Written Premium Change for this Program and Written Premium for this Program only reflects premium information for certificates issued to residents of your state under group policies issued from within and from outside of your state.

This should be reflective of all premium subject to Virginia authority. Please ensure the information in the Rate/Rule Schedule and Actuarial Memorandum are correct.

Objection 4

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: Although your previous response indicated a narrative had been added to the second page of the Rate Request Summary, we are unable to locate the document. Please reattach both page 1 and 2 to Supporting Documentation.

Objection 5

- Endorsement, G.LCUL (Form)

- Endorsement, G.LCUL-1 (Form)

- Endorsement, G.LCUL-2 (Form)

Comments: Please attach a Statement of Variability for each endorsement form to Supporting Documentation.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the information noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Janet Houser

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status Info has been requested from company
Objection Letter Date 03/29/2017
Submitted Date 03/29/2017
Respond By Date

Dear Gina Jisonna,

Introduction:

The submission is DISAPPROVED and may not be used in the Commonwealth of Virginia.

Thank you for your recent reply to our request for additional information. Before further consideration may be given, this new information presents the following concerns and /or questions. Concerns regarding the policyholder letter and forms will be addressed separately and are currently under review.

Objection 1

- L&H Actuarial Memorandum (Supporting Document)

Comments: According to your response to item 1 in objection 1, attachment 1 displays the issue dates of the certificates. I could not locate an Attachment 1 in the filing. There are Attachment 1 a and 1b included in the memorandum which demonstrates the nationwide experience but does not provide the information requested. We apologize our objection was not clear. Please provide the beginning and ending dates of the certificates issued in Virginia prior to 10/1/2003.

Objection 2

Comments: Thank for your response to item 2 in objection 1, however, our objection has not resolved.

We have done further research regarding the statement in General Information that the rate increase will not apply to any group policy issued with rates based on prospective rate increase approved by your Department on 12/4/2009 for policies issued on or after July 1,2010. We are assuming this relates to SERFF tracking # META-129138118. Is that correct? If so, please address the following:

- The prior filing was for rate increases for the Group policy GPNP99-LTC but only applied to certificates: G.LTC627, GLTC6197, and LTC199. This filing includes G.LTC2798 only. Are there other certificates associated with this Group policy GPN99-LTC; and if so, please provide the form numbers and dates of approval.

- Please advise when form G.LTC2798 was approved in Virginia and the state tracking number.

- Please clarify why G.LTC2798 was not previously included in META-126139118 and why the other three prior certificates are not included in this filing.

- Does the experience and projections provided nationwide and on a Virginia basis include all certificates or just the experience for G.LTC2798? If experience and projections have not been provided based on G.LTC2798, please provide.

The Company did indicate in its response the SERFF tracking number of the pre-stability policy is META-130649751. Please confirm this is incorrect and that filing is for the post stability block and META-130649719 is for the pre stability block.

Objection 3

- L&H Actuarial Memorandum (Supporting Document)

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Comments: Item 3 in objection 1 remains unresolved. Please confirm the number of current Virginia certificate holders issued under group policies issued in Virginia prior to October 1, 2003. Please update the Section 22 of the Actuarial Memorandum to include this information including the annual premium.

The Rate/Rule Schedule in SERFF indicates there are 12 certificate holders with a written premium of \$10,691 and a written premium change of \$4811. This does not correspond with the premium change of \$216,705 provided in your response. Please clarify.

Objection 4

- L&H Actuarial Memorandum (Supporting Document)

Comments: Thank you for your response to our objection 2. Please revise the statement in Item 4 in the memorandum which states the filing is applicable to inforce group long term care policies issued for delivery in our state before December 31, 2013 which is inaccurate and correct this to indicate it is applicable to policies issued prior to 10/1/2003.

Please revise Section 20 of the memorandum to reflect a 75 day notice will be provided as confirmed in your response to objection 2.

Objection 5

- L&H Actuarial Memorandum (Supporting Document)

Comments: We are unable to locate a copy of the currently approved rates which the company indicated was included in Objection 4. Please re-attach to Supporting Documentation.

The response in Objection 4 also indicated the Actuarial Memorandum had been updated but it does not appear to be attached to the filing. Please re-attach to Supporting Documentation. If rider form numbers have been added to the filing, those forms and proposed rates should be attached to the Rate/Rule Schedule as well.

Objection 6

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: The Company indicated in Objection 5 a corrected Rate Request Summary was attached. Unfortunately, the form could not be found. Please re-attach to Supporting Documentation.

Objection 7

- L&H Actuarial Memorandum (Supporting Document)

Comments: Thank you for your responses to objection 9; however, our objection remains unresolved.

In regarding to item one, it appears the Company is providing compliance for the pre-stability block based on the requirements as set forth in 14VAC5-200-153D. For compliance with 14VAC5-200-150 B, please make the appropriate changes in the memorandum and exhibits.

We are unable to locate the State Rate Action Summary which the Company indicated was attached. Please re-send.

Your response to item 4 refers to Attachment 2 which is reflecting compliance with 14VAC5-200-153D which is not applicable to pre-stability policies. Our expectation is an exhibit similar to your attachments 1a. Please provide. This objection would also apply to item 5.

Your response to item 6 refers to Attachment 3 which is reflecting compliance with 14VAC5-200-153D which is not applicable to pre-stability policies. Please clarify.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Conclusion:

We shall be glad to reconsider this submission upon receipt of the information noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Janet Houser

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Objection Letter

Objection Letter Status Disapproved
Objection Letter Date 07/28/2016
Submitted Date 07/28/2016
Respond By Date

Dear Gina Jisonna,

Introduction:

The submission is DISAPPROVED and may not be used in the Commonwealth of Virginia.

A preliminary review of the submitted filing indicates the following concerns and questions. We'll continue our review of the submitted filing upon receipt of the following information.

Objection 1

Comments: Please provide the following information:

- 1) Please provide the issue dates of the certificates for which a rate increase has been proposed.
- 2) Please explain the comment in General Information that states the increase will not apply to any group policy issued with rates that were based on prospective premium rate increase approved by our Department on 12/4/2009 for policies issued on or after July 1, 2010. Please provide the SERFF tracking number of this filing. This filing appears to be applicable to pre-stability policies only and the increase would affect only certificates under those policies issued prior to October 1, 2003.
- 3) General Information states the written premium change and written premium for this program reflects premium information for certificates issued to residents of your state under group policies issued from within and "from outside" of your state. As set forth in Section 38.2-316 A our authority for group policies is based on state of issue. Please make the appropriate changes in this information which should only reflect that data which is based on group policies issued in this state. This would also apply to the number of affected policyholders (certificate holders) in the Rate/Rule Schedule which should only reflect certificates issued under group policies issued in our state and not policies issued outside of the state of Virginia.

Objection 2

- L&H Actuarial Memorandum (Supporting Document)

Comments: The memorandum states the rate increase will only apply to certificates under group policies effective before 10/1/2003; however, under the Applicability section, it states this filing is applicable to inforce group long term care policies issued for delivery in our state before December 31, 2013. Please clarify.

Please amend the memorandum under Proposed Effective Date to provide a 75 day notice which is now required under 14VAC5-200-75 D. This would also apply to the Certificateholder Options.

Objection 3

- L&H Actuarial Memorandum (Supporting Document)
- Endorsement, G.LCUL (Form)

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

- Endorsement, G.LCUL-1 (Form)
- Endorsement, G.LCUL-2 (Form)

Comments: The company has attached three new endorsements to provide limited coverage upon lapse following the contribution increase endorsement. According to the memorandum, the certificateholder will have nonforefeiture coverage as follows:

1) If there is no nonforefeiture feature in the certificate, the company will offer the Limited Coverage Upon Lapse Premium Increase Endorsement (LCUL).

Why is this necessary since the company must provide a contingent benefit upon lapse (CBUL) as set forth in 14VAC5-200-75 D1 a?

2) If the certificate has the nonforefeiture feature, but it will provide no benefit or a lower benefit than the LCUL, the company will issue the LCUL.

Under what circumstance would the nonforefeiture feature not provide a benefit as set forth in 14VAC5-200-185 E 3?

3) If the certificate has the nonforefeiture feature and will pay benefit equal or greater than the LCUL, the nonforefeiture benefit will be provided.

The company has indicated the benefits under the LCUL are the same as CBUL. The benefits under the CBUL are also the same as what is available under the nonforefeiture benefit pursuant to 14VAC5-200-185 E 3.

4) If the certificate has the nonforefeiture feature that will pay different benefits than those under the LCUL, the insured would be given a choice to either receive benefits under the nonforefeiture benefit or the LCUL.

As stated above benefits under the LCUL are the same as CBUL and would be the same under the nonforefeiture feature.

5) If the certificateholder qualifies for coverage under the CBUL, the company will issue the LCUL instead.

Again, it is unclear the purpose of the LCUL.

Please explain the purpose of the LCUL and why the CBUL is not sufficient.

Objection 4

- L&H Actuarial Memorandum (Supporting Document)
- VA_Group_Rates_Generic_CURRENT_with_45%Increase, [GPNP99-LTC, G.LTC2798] (Rate)

Comments: Please remove the previous state filing number META-127362661 under the Rate Action Information column in the Rate/Rule Schedule since this filing was never approved.

Please attach a copy of the current rates to supporting documentation.

Are there any riders that will be affected by this rate increase? If so, the rider form numbers, exactly as approved, should be included in the Affected Form Numbers column with the appropriate rate attachments. Please amend the Actuarial Memorandum to include the forms and description of the benefits.

Objection 5

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: We note a brief narrative was attached under the Actuarial Memorandum section in Supporting Documentation.

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Please attach the narrative as a second page to the Rate Request Summary. The narrative, however, should be more explanatory as this will be placed on our website for consumers to access. Please explain in consumer friendly language why interest rates, mortality, lapse and morbidity assumptions changed and how those changes impacted the long term care rates.

It appears, however, an incorrect form was attached. The correct form is included and should be completed as indicated with the narrative as a second page.

Objection 6

- Group Certificateholder Letter (Supporting Document)

Comments: The Virginia State Corporation Commission in 2015 adopted revisions to the Rules Governing Long-Term Care Insurance set forth in Chapter 200 of Title 14 of the Virginia Administrative Code. As part of the revisions, the commission revised the requirements for policyholder notifications regarding rate increases as stated in 14 VAC5-200-75 D. As a result, the company will need to submit for review a policyholder notification letter in compliance with the requirements of 14VAC5-200-75. For compliance with this regulation, please address the following concerns:

1) For compliance with 14 VAC5-100-50 1 and 2, please attach the policyholder letter to the Form Schedule in SERFF. A form number must appear in the lower left-hand corner of the first page. The full and proper corporate name of the insurer shall prominently appear.

2) It is not necessary to file separate letters for each requested long term care rate increase provided the filed letter contains the appropriate variability to accommodate various scenarios. Please let us know if the company prefers to submit one letter or a separate letter for each filing. Please provide a statement of variability explaining any bracketed information in the letter.

3) For compliance with 14VAC5-200-75 D, please make the following changes:

a) An explanation that similar options will be available in the event of a future rate increase.

b) The insured has a right to a revised premium rate or rate schedule.

c) A disclosure that all options available may not be equal. As a disclosure, this information should be emphasized such as by bolding, highlighting or using larger print.

d) A disclosure that in the case of a partnership policy, some benefit reduction options may result in loss in partnership status that may reduce the policyholder protections. Again, this should be emphasized such as by bolding, highlighting or using larger print.

e) A clear identification of the driving factors of the premium rate increase.

f) Include the required wording as set forth in 14VAC5-200-75 D 4 and in the first sentence refer to "Virginia's State Corporation Commission" rather than just "the commission" as referenced in the regulation.

4) As stated in our previous objections, the LCUL may not be necessary and any references to it should be removed from the letter.

5) Insert paragraph E relates to an insured with paid-up coverage with a layer of non-paid up coverage. Please provide us an example of this type of situation and how it is administered.

6) There is a reference to an Optional Inflation Increase Provision and if eligible, a separate communication will be sent. Please attach a copy of this provision and the communication to Supporting Documentation. In regards to an inflation rider, will the policyholder only be able to reduce the inflation protection to a lower percentage based on those percentages currently offered or has

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
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Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

the company determined actuarially a percentage reduction that would allow the rate increase to be zeroed out if accepted which would result in no rate increase, commonly referred to as a landing spot?

7) Please attach a copy of the Coverage Change/Cancellation Form to Supporting Documentation. Is this form attached to the certificate? The letter states the company must still receive this form even if the CBUL is elected. The CBUL is automatically in effect if the insured meets the trigger points and the certificate lapses within 120 days of the due of the premium so increased as set forth in 14VAC5-200-185 D3. A form is not required. Please amend the letter accordingly.

8) Please provide a copy of the cost of care chart that will be enclosed with the letter.

Objection 7

Comments: Please advise how the certificate is updated for such benefit changes. If the policy is revised or changed in any way, the certificate holder must first agree to the changes and the certificate must be amended or endorsed by an approved form such as a rider, endorsement, application or schedule of benefits that has been reviewed and approved by the Virginia Bureau of Insurance. The document must be dated or have an indication of the effective date of change in the policy benefits, state that a change is being made to the policy and this new document will be made a part of the contract. If the company has such forms available for this purpose, please provide a copy of the form, the SERFF tracking number and date of approval. If the company does not have any available documents to effectuate such changes, a form will need to be submitted for review and approval. It can be attached to this filing if desired. Please keep in mind, there are several options provided in the policyholder letter to reduce the effect of the rate increase. Please be sure all options are covered in the new form or forms including the contingent benefit upon lapse and/or optional nonforfeiture benefit. If the company chooses to include variability in the form, please provide a statement of variability. A Certification of Compliance would be required in accordance with 14VAC5-100-40 3 as well as Readability Certification in accordance with 14VAC5-110-60.

Forms for updating the certificate should only be submitted once for review and approval and may be used with multiple filings.

Objection 8

- L&H Actuarial Memorandum (Supporting Document)

Comments: Please advise if the company wishes to request a series of scheduled rate increases that are actuarially equivalent to a single amount requested over the lifetime of the policy as set forth in 14VAC5-200-150 C. If so, please advise what the increases would be at each implementation period and amend the Actuarial Memorandum and policyholder letter accordingly. Rate Schedules for each implementation period would need to be attached to the Rate/Rule Schedule.

Objection 9

- L&H Actuarial Memorandum (Supporting Document)

Comments: Please provide the following:

1) Based on the revised 14VAC5-200-150 B, benefits will be deemed reasonable for pre-stability policies only provided the expected loss ratio is greater of 60% or the lifetime loss ratio used in the original pricing applied to the current rate schedule plus 75% applied to any premium rate increase for group policy forms. Based on section 14 of the memorandum, it appears the Company has used the requirement applicable to post stability policies as set forth in 14VAC5-200-153D. Please revise the exhibit accordingly.

2) The Supplement to the Actuarial Memorandum states the interest rate used is consistent with that assumed in the determination of premiums (6%). For pre-stability policies, as set forth in 14VAC5-200-150 B revised in September 2015, notwithstanding the provision of 14VAC5-130-50 with regard to interest, demonstrations of loss ratios shall be made in compliance with the Rules Governing the Filing of Rates for all Individual and Certain Group Accident and Sickness Insurance Policy Forms (14VAC5-130). All present and accumulated values used to determine rate increases, including the lifetime loss ratio used in the original pricing, shall use the maximum interest rate for contract reserves as specified in Section 38.2-1371 of the Code of Virginia. Please revise exhibits

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

accordingly.

3) Advise in what states the company has requested rate increases on this block, how the rate changes requested in Virginia compare with those requested in other states, and the current status of the reviews in other states.

4) Please provide a loss ratio projection reflecting the actual historical experience during the historical experience period and then, utilizing the actual inforce as of the projection date, projecting forward the expected earned premiums and incurred claims using the original pricing assumptions for interest, mortality, morbidity and persistency into the future and assuming the future premiums are paid based on the original premium scale with no increases.

5) Please provide a loss ratio projection (both past and future) which reflects all of the original pricing assumptions for interest, mortality, morbidity, persistency and premium scale, but uses the actual distribution of policies as issued rather than the originally assumed mix of business.

6) Please identify the amount of Active Life reserves related to these policies and include the Active Life reserves in the determination of the Future Loss ratio.

7) Please re-state the nationwide experience using Virginia approved rates.

Conclusion:

We shall be glad to reconsider this submission upon receipt of the information noted above. Should you need clarification of any of the information contained in this letter, please contact the undersigned.

Thank you for your courtesy and consideration in this matter.

Sincerely,
Janet Houser

Long Term Care Insurance Rate Request Summary
Part 1 – To Be Completed By Company

Reset Form

Company Name and NAIC Number:

SERFF Tracking Number:

Effective Date:

Revised Rates

Average Annual Premium Per Member:

Average Requested Percentage Rate Change Per Member:

Minimum Requested Percentage Rate Change Per Member:

Maximum Requested Percentage Rate Change Per Member:

Number of Policy Holders Affected :

Plans Affected

(The Form Number and "Product Name")

Form#

"Product Name"(if applicable)

Attach a brief narrative to summarize the key information used to develop the rates including the main drivers for new or revised rates.

This document is intended to help explain the rate filing and it is only a summary of the company's request. It is not intended to describe or include all factors or information considered in the review process. For more detailed information, please refer to the complete filing.

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/21/2019
Submitted Date	11/21/2019

Dear Greg Smith,

Introduction:

Thank you for your response letter dated November 21, 2019. Here are the answers to your questions:

Response 1

Comments:

The customer service number is bracketed and the EOV has been revised.

Related Objection 1

Applies To:

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: Please bracket the customer service team phone number for consistency and add to the EOV. The section where the phone number appears is under Options to consider, B. 2.

[B. Insert for insureds who are NOT provided decrease options:]

2. Call our customer service team to explore possible options

Please be aware that in some situations for example, if your coverage is already at the lowest available level you will not be able to decrease your coverage. If you wish to discuss

possible options, please call our customer service team at 1-800-438-6388.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-21
Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-21.
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-11-19</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-19.</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-11-11</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-11</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-10-31</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-10-31</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP.</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18</i>
Comments:	<i>EOV_INSURED Letter for VA GROUP_ 12-12-18</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/21/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/13/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 10/31/2019 By:
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert	PH-LTR-GRP-VA	CERA	Other	Certificateholder	0.000	VA Group Cert	Date Submitted:

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/21/2019 By: Cory Johnson
	<i>Letter 45_FINAL 1-2019</i>				<i>letter</i>		<i>Letter 45_FINAL 1-2019_NEEDS LD.pdf</i>	<i>07/26/2019 By: Cory Johnson</i>
<i>Previous Version</i>								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna

Sincerely,

Cory Johnson

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
<hr/>					
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/19/2019
Submitted Date	11/19/2019

Dear Greg Smith,

Introduction:

Response 1

Comments:

Attached are revised PH letter and Coverage Change forms as well as the John Doe versions of each. Please note that the premium information and dates shown are not actuals and are for illustrative purposes only.

Related Objection 1

Applies To:

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: Thank you for quickly responding to our last objection letter. We have the following request in order to complete this filing review.

1. Please remove the gray highlights on page 1 for [Date of Letter] down through [Address2].
2. Provide an updated "John Doe" policyholder notification letter using this revised form.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	VA Group Cert Letter 45_revised - John Doe
Comments:	Attached is the revised VA Group Cert Letter 45_revised - John Doe (2019-11-19)
Attachment(s):	John Doe_VA Group Cert Letter.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>VA Group Cert Letter 45_revised - John Doe</i>
Comments:	<i>Attached is the revised VA Group Cert Letter 45_revised - John Doe</i>
Attachment(s):	<i>VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD - John Doe.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>VA Group Cert Letter 45_revised 122718 - John Doe</i>
Comments:	<i>Attached is the revised VA Group Cert Letter 45_revised 122718 - John Doe</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718 - John Doe.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>VA Group Cert Letter 45_revised 122718 - John Doe</i>
Comments:	<i>Attached is the VA Group Cert Letter 45_revised 122718 - John Doe</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718 - John Doe.pdf</i>

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	VA Group Cert Letter 45_revised - John Doe
Comments:	Attached is the revised VA Group Cert Letter 45_revised - John Doe (2019-11-19)
Attachment(s):	John Doe_VA Group Cert Letter.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>VA Group Cert Letter 45_revised - John Doe</i>
Comments:	<i>Attached is the revised VA Group Cert Letter 45_revised - John Doe</i>
Attachment(s):	<i>VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD - John Doe.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>VA Group Cert Letter 45_revised 122718 - John Doe</i>
Comments:	<i>Attached is the revised VA Group Cert Letter 45_revised 122718 - John Doe</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718 - John Doe.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>VA Group Cert Letter 45_revised 122718 - John Doe</i>
Comments:	<i>Attached is the VA Group Cert Letter 45_revised 122718 - John Doe</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718 - John Doe.pdf</i>

Satisfied - Item:	Removed-Duplicate
Comments:	Please see above for EOv
Attachment(s):	
<i>Previous Version</i>	
Satisfied - Item:	<i>Removed-Duplicate</i>
Comments:	<i>Please see above</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Comments:	<i>Attached is the EOv_INSURED Letter_for VA GROUP_ 1-10-19</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Comments:	<i>Attached is the EOv_INSURED Letter_for VA GROUP_ 1-10-19</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19.pdf</i>

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/13/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 10/31/2019 By:
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert	PH-LTR-GRP-VA	CERA	Other	Certificateholder	0.000	VA Group Cert	Date Submitted:

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
	<i>Letter 45_revised 122718</i>				<i>letter</i>		<i>Letter 45_revised 122718.pdf</i>	<i>01/11/2019 By: Robert Waldron</i>
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Conclusion:

Thank you,

Gina Jisonna

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
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State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Sincerely,
Cory Johnson

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/19/2019
Submitted Date	11/19/2019

Dear Greg Smith,

Introduction:

Thank you for your response dated November 15, 2019. Here are the answers to your questions:

Response 1

Comments:

1. This sentence has been removed.
2. The customer service # is now variable; the EOv has been revised.
3. Apologies for the oversight. We no longer include the cost of care in the policyholder letter. The reference text has been removed from the letter.
4. Enclosures is now a variable item and the EOv has been revised.
5. Rate increases are not applied to coverage changes that are requested by an insured and effective prior to the approved rate increase implementation date. The letters intention is to state that if an insured requests a coverage change that is to be effective after the approved rate implementation date but before that particular insureds rate action effective date, then the rate increase will be applied to that coverage increase. No rate increases are applied before an approved implementation date.

Related Objection 1

Applies To:

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: 1. Under "Options to consider", the end of the first sentence refers to MetLife's Long-Term Care Inforce Rate Increase History, which has been removed from the letter. Please revise this sentence.

2. Under "Options to consider", 1. A2., the customer service phone number should be variable as it is in other sections of the letter. Please revise and update the E.O.V.

3. Under "Options to consider", B. 2., the last sentence asks the policyholder to review the "...current cost of long-term care in your area, which is enclosed with this letter." This statement is also included under "Next Steps" in the second sentence. The current cost of long-term care enclosure is not listed as an enclosure on the last page of the letter below the signature block. Please revise or explain how this enclosure is provided to the policyholder.

4. Please consider making "Enclosures" a variable item and adding the variability options to the E.O.V.

5. In the last paragraph of the letter, above "Sincerely" please clarify if the company intends to charge the new premium rate to the policyholder for any change in coverage implemented prior to the rate increase effective date. If this statement is to remain in the letter, please provide examples of how the company intends to apply a new premium charge using the new rates prior to the new rate implementation date.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response to Objection 2019-11-15
Comments:	Please see the attached Response letter to Objection 2019-11-15.
Attachment(s):	VA CT14-76 Group Pre - Response 2018-12-17.pdf

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response to Objection 2019-11-15
Comments:	Please see the attached Response letter to Objection 2019-11-15.
Attachment(s):	VA CT14-76 Group Pre - Response 2018-12-17.pdf
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-19
Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-19.
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-11-11</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-11</i>
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<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-10-31</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-10-31</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
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<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18</i>
Comments:	<i>EOV_INSURED Letter for VA GROUP_ 12-12-18</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response to Objection 2019-11-15
Comments:	Please see the attached Response letter to Objection 2019-11-15.
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Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-19.
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<i>Previous Version</i>	
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<i>Previous Version</i>	
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Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-10-31</i>
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<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP.</i>
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<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18</i>
Comments:	<i>EOV_INSURED Letter for VA GROUP_ 12-12-18</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

Satisfied - Item:	Removed-Duplicate
Comments:	Please see above
Attachment(s):	VA Group Cert Letter 45_revised 122718.pdf

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Comments:	<i>Attached is the EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Comments:	<i>Attached is the EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19.pdf</i>

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/13/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 10/31/2019 By:
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert	PH-LTR-GRP-VA	CERA	Other	Certificateholder	0.000	VA Group Cert	Date Submitted:

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
	<i>Letter 45</i>				<i>letter</i>		<i>Letter 45.pdf</i>	<i>12/18/2018 By: Robert Waldron</i>
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Response 2

Comments:

All highlighted areas have been revised and a clean copy is included with this response.

Related Objection 2

Applies To:

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: The letter still contains highlighted areas on page one in the "Date of Letter" and name and address fields. Please place a clean copy of the form in the Form Schedule.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response to Objection 2019-11-15
Comments:	Please see the attached Response letter to Objection 2019-11-15.
Attachment(s):	VA CT14-76 Group Pre - Response 2018-12-17.pdf

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response to Objection 2019-11-15
Comments:	Please see the attached Response letter to Objection 2019-11-15.
Attachment(s):	VA CT14-76 Group Pre - Response 2018-12-17.pdf
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-19
Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-19.
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-11-11</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-11</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-10-31</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-10-31</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP.</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18</i>
Comments:	<i>EOV_INSURED Letter for VA GROUP_ 12-12-18</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response to Objection 2019-11-15
Comments:	Please see the attached Response letter to Objection 2019-11-15.
Attachment(s):	VA CT14-76 Group Pre - Response 2018-12-17.pdf
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-19
Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-19.
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-11-11</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-11</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-10-31</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-10-31</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP.</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18</i>
Comments:	<i>EOV_INSURED Letter for VA GROUP_ 12-12-18</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

Satisfied - Item:	Removed-Duplicate
Comments:	Please see above
Attachment(s):	VA Group Cert Letter 45_revised 122718.pdf

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Comments:	<i>Attached is the EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Comments:	<i>Attached is the EOV_INSURED Letter_for VA GROUP_ 1-10-19</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 1-10-19.pdf</i>

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/13/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 10/31/2019 By:
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert	PH-LTR-GRP-VA	CERA	Other	Certificateholder	0.000	VA Group Cert	Date Submitted:

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/19/2019 By: Cory Johnson
	<i>Letter 45</i>				<i>letter</i>		<i>Letter 45.pdf</i>	<i>12/18/2018 By: Robert Waldron</i>
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna
 Manager, Product Development
 Sincerely,

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Cory Johnson

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/13/2019
Submitted Date	11/13/2019

Dear Greg Smith,

Introduction:

Response 1

Comments:

We have attached a revised clean version.

Related Objection 1

Applies To:

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: Please place a clean version of PH-LTR-GRP-VA that does not contain the highlighted text.

Changed Items:

No Supporting Documents changed.

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/13/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 10/31/2019 By:
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert	PH-LTR-GRP-VA	CERA	Other	Certificateholder	0.000	VA Group Cert	Date Submitted:

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 11/13/2019 By: Cory Johnson
	<i>Letter 45</i>				<i>letter</i>		<i>Letter 45.pdf</i>	<i>12/03/2018</i> <i>By:</i>
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your attention to our filing.

Gina Jisonna
 MetLife Long Term Care
 Manager, Product Development
 860-656-3809
 Sincerely,
 Cory Johnson

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/29/2019
Submitted Date	07/29/2019

Dear Greg Smith,

Introduction:

We are in receipt of your Objection July 29, 2019 in connection with the above-captioned submission.

Response 1

Comments:

We have attached the clean version of the proposed Form to the Form Schedule tab and attached a revised John Doe version under the Supporting Documents Tab in response to your Objection July 29, 2019.

Related Objection 1

Applies To:

- VA Group Cert Letter 45_FINAL 1-2019-revised, PH-LTR-GRP-VA (Form)

Comments: Please remove the revised John Doe version of the letter from the Form Schedule. This should be placed under the Supporting Documentation tab. A clean version of the proposed PH-LTR-GRP-VA form should be placed under the Form Schedule.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	VA Group Cert Letter 45_revised - John Doe
Comments:	Attached is the revised VA Group Cert Letter 45_revised - John Doe
Attachment(s):	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD - John Doe.pdf
Previous Version	
Satisfied - Item:	VA Group Cert Letter 45_revised 122718 - John Doe
Comments:	Attached is the revised VA Group Cert Letter 45_revised 122718 - John Doe
Attachment(s):	VA Group Cert Letter 45_revised 122718 - John Doe.pdf
Previous Version	
Satisfied - Item:	VA Group Cert Letter 45_revised 122718 - John Doe
Comments:	Attached is the VA Group Cert Letter 45_revised 122718 - John Doe
Attachment(s):	VA Group Cert Letter 45_revised 122718 - John Doe.pdf

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
								By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your attention to our filing.

Sincerely,

Gina Jisonna
 MetLife Long Term Care
 Manager, Product Development
 860-656-3809

Sincerely,
 Cory Johnson

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/29/2019
Submitted Date	07/29/2019

Dear Greg Smith,

Introduction:

We are in receipt of your Objection July 29, 2019 in connection with the above-captioned submission.

Response 1

Comments:

We have revised and attached the Policyholder in response to your Objection July 29, 2019.

Related Objection 1

Applies To:

- VA Group Cert Letter 45_FINAL 1-2019, PH-LTR-GRP-VA (Form)

Comments: Thank you for the revised PH-LTR-GRP-VA.

1. Please remove the highlights from the form letter.
2. Please submit a revised John Doe letter using the latest policyholder notification letter.

Changed Items:

No Supporting Documents changed.

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
								By: Robert Waldron

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your attention to our filing.

Sincerely,

Gina Jisonna
MetLife Long Term Care
Manager, Product Development
860-656-3809

Sincerely,
Cory Johnson

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/26/2019
Submitted Date	07/26/2019

Dear Greg Smith,

Introduction:

This is in response to the Bureau's letter dated July 25, 2019:

Response 1

Comments:

Please find included a revised letter, revised per the Bureaus suggestion.

Related Objection 1

Applies To:

- VA Group Cert Letter 45_revised 122718, PH-LTR-GRP-VA (Form)

Comments: Second Paragraph

We have concerns that the flowing statement may be misleading:

Please note that we requested a 45% increase on your certificate and received authority from the Virginia insurance regulator to implement the [45%] increase on your certificate.

Rather than state that the approved rate increase was authorized, we suggest that the statement clarify that the Bureaus review indicated that the percentage increase was the amount actuarially justified under Virginias regulatory requirements.

Changed Items:

No Supporting Documents changed.

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Response 2

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments:

The company address and telephone numbers are not intended to be variable fields.

Related Objection 2

Applies To:

- VA Group Cert Letter 45_revised 122718, PH-LTR-GRP-VA (Form)

Comments: Please advise if the company address and telephone numbers are intended to be variable fields. If so, the fields should be bracketed and a description of how the fields are subject to change should be added to the Statement of Variability (SOV).

Changed Items:

No Supporting Documents changed.

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Response 3

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments:

1. Page 2 has been added so that it is clear that this refers to Reduce Your Coverage.
2. SOV has been revised.

Related Objection 3

Applies To:

- EOVSURE Letter for VA GROUP_12-12-18 (Supporting Document)

Comments: 1. The SOV refers to Reduce Your Coverage on the first page. Please advise if this section refers to Options To Consider at the bottom of the second page of the letter. If so, the references should align.

2. Please note that the hours of operation are bracketed for variability. As such, the SOV should explain how the text is subject to change.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response Objection 2019-07-25
Comments:	Please see the attached Response letter to Objection 2019-07-25.
Attachment(s):	VA 7-26-19 Pre rate Response.pdf

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response Objection 2019-07-25
Comments:	Please see the attached Response letter to Objection 2019-07-25.
Attachment(s):	VA 7-26-19 Pre rate Response.pdf
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP-Revised
Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP.
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18</i>
Comments:	<i>EOV_INSURED Letter for VA GROUP_ 12-12-18</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna
Manager, Product Development

Sincerely,
Cory Johnson

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/01/2019
Submitted Date	03/01/2019

Dear Greg Smith,

Introduction:

Dear Bill Dismore,

Response 1

Comments:

Attached please find the updated LTC Rate Request Summary form per your objection.

Related Objection 1

Applies To:

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: Please revise the Rate Request Summary Average, Minimum and Maximum Requested Percentage Rate Change Per Member from 45% to 39%.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Long Term Care Insurance Rate Request Summary
Comments:	please see the updated Rate Request Summary
Attachment(s):	VA-lhgrpltc.pdf LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Long Term Care Insurance Rate Request Summary</i>
Comments:	<i>please see the updated Rate Request Summary</i>
Attachment(s):	<i>VA-lhgrpltc.pdf LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Long Term Care Insurance Rate Request Summary</i>
Comments:	
Attachment(s):	<i>VA-lhgrpltc.pdf LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Long Term Care Insurance Rate Request Summary</i>
Comments:	
Attachment(s):	<i>VA-lhgrpltc.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your attention to our filing.

Sincerely,
Robert Waldron

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	02/28/2019
Submitted Date	02/28/2019

Dear Greg Smith,

Introduction:

Mr. Bill Dismore

Virginia Bureau of Insurance

P.O. Box 1157

Richmond, Virginia 23218-1157

Re:SERFF/STATE Tracking #: META-130649719

Company Tracking #: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Dear Mr. Dismore:

Thank you for your response dated February 21, 2019.

Response 1

Comments:

Please note that MetLife's implementation of the 39% increase does not indicate MetLife's agreement with the Department's rationale for the denial of the requested 45% increase. MetLife continues to believe that the historical and expected future experience of the policies justify MetLife's initial request for an increase of 45%. As such, please be advised that we accept your offer but maintain the right to file for an additional increase.

Related Objection 1

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: After review of this rate submission, please consider reducing the rate increase request from 45% to 39%.

This request comes under the purview of 14VAC5-200-150 B. 11., that the future loss ratio after deducting policy reserves is greater than 60%. Our actuary recommends this reduction for the following reason(s) stated below:

In Attachment 2 submitted by the Company, the lifetime loss ratio in the original filing was 72% using actual sales. However, this exhibit used the original interest rate at the time of pricing (6.0%) so we used the data in that exhibit to recalculate at 4.68% to match the interest rate in the current projection, resulting in an original loss ratio of 81.2%. The projected lifetime loss ratio without an increase is 101.1% and 93.9% after the requested increase. The future loss ratio taking into account the active life reserve is 57%.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Rate/Rule Schedule Item Changes						
Item No.	Document Name	Affected Form Numbers (Separated with commas)	Rate Action	Rate Action Information	Attachments	Date Submitted
1	VA_Group_Rates_with_39%Increase	GPNP99-LTC, G.LTC2798	Revised	Previous State Filing Number: META-127362661 Percent Rate Change Request: 39	VA_Group_Rates_Gen eric_CURRENT.pdf, VA_Group_Rates_Gen eric_CURRENT_Rates .pdf, VA_Group_Rates_with_39%Increase.pdf,	02/28/2019 By: Robert Waldron
Previous Version						
1	VA_Group_Rates_Gen eric_CURRENT_with_45%Increase	GPNP99-LTC, G.LTC2798	Revised	Previous State Filing Number: META-127362661 Percent Rate Change Request: 45	VA_Group_Rates_Gen eric_CURRENT_with_45%Increase.pdf, VA_Group_Rates_Gen eric_CURRENT.pdf, VA_Group_Rates_Gen eric_CURRENT_Rates .pdf,	09/27/2018 By: Robert Waldron
Previous Version						
1	VA_Group_Rates_Gen eric_CURRENT_with_45%Increase	GPNP99-LTC, G.LTC2798	Revised	Previous State Filing Number: META-127362661 Percent Rate Change Request: 45	VA_Group_Rates_Gen eric_CURRENT_with_45%Increase.pdf,	07/12/2016 By: Robert Waldron

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna
 Manager, Product Development

Sincerely,
 Robert Waldron

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/11/2019
Submitted Date	01/11/2019

Dear Greg Smith,

Introduction:

Mr. Bill Dismore

Virginia Bureau of Insurance

P.O. Box 1157

Richmond, Virginia 23218-1157

Re:SERFF/STATE Tracking #: META-130649719

Company Tracking #: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Dear Mr. Dismore:

Thank you for your response dated December 26, 2018. Here are the answers to your questions:

Response 1

Comments:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Objection 1

- VA Group Cert Letter 45, PH-LTR-GRP-VA (Form)

Comments: Thank you for your responses to our objection received 12/18/2018. We have a few additional concerns.

1. Please explain why the addition of a certificate number to the policyholder notification letter is complex and what is meant by the Company's statement, "extra-territorial requirements."

RESPONSE: The addition of [Certificate Number] would be a complex change because states outside of Virginia may exercise their authority to enforce their own regulations on certificates of insureds outside of Virginia even if the certificates were issued under a group policy issued in Virginia. For example, where a group policy is situated in Virginia, but the certificateholder resides in State X, it would be possible that the resident in State X would receive the State X-approved certificate if State X exercised their authority under extraterritoriality.

2. In paragraphs 2 and 3 on page 1 of the letter, the 45% premium increase is bracketed as the BOI requested. However, in both paragraphs there is an additional sentence in which the 45% increase is mentioned and the "45%" is not bracketed. Please insert brackets around the premium increase percentage where it appears. An explanation for the bracketed premium increase must be explained on the Statement of Variability. Please add an explanation.

RESPONSE: The percent to be implemented is in brackets and is dependent on the percentage the VA Department of Insurance approves and has been added to the EO. The additional sentence in which the 45% is not bracketed is because 45% is the percentage requested in our filing and that number will not change. Therefore, we feel we do not need to put brackets around 45% in this instance.

3. Please remove the highlighted sentences from the letter and remove the strikeout words from the letter found in paragraph 4. The letter should be a clean version.

RESPONSE: A clean copy of the PH letter has been included.

4. Please include a "John Doe" version of the finalized PH-LTR-GRP-VA form.

RESPONSE: A John Doe version of the PH letter has been included.

Related Objection 1

Applies To:

- VA Group Cert Letter 45, PH-LTR-GRP-VA (Form)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: Thank you for your responses to our objection received 12/18/2018. We have a few additional concerns.

1. Please explain why the addition of a certificate number to the policyholder notification letter is complex and what is meant by the Company's statement, "extra-territorial requirements."
2. In paragraphs 2 and 3 on page 1 of the letter, the 45% premium increase is bracketed as the BOI requested. However, in both paragraphs there is an additional sentence in which the 45% increase is mentioned and the "45%" is not bracketed. Please insert brackets around the premium increase percentage where it appears. An explanation for the bracketed premium increase must be explained on the Statement of Variability. Please add an explanation.
3. Please remove the highlighted sentences from the letter and remove the strikeout words from the letter found in paragraph 4. The letter should be a clean version.
4. Please include a "John Doe" version of the finalized PH-LTR-GRP-VA form.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	VA Group Cert Letter 45_revised 122718 - John Doe
Comments:	Attached is the VA Group Cert Letter 45_revised 122718 - John Doe
Attachment(s):	VA Group Cert Letter 45_revised 122718 - John Doe.pdf

Supporting Document Schedule Item Changes	
Satisfied - Item:	VA Group Cert Letter 45_revised 122718 - John Doe
Comments:	Attached is the VA Group Cert Letter 45_revised 122718 - John Doe
Attachment(s):	VA Group Cert Letter 45_revised 122718 - John Doe.pdf

Satisfied - Item:	EOV_INSURED Letter_for VA GROUP_1-10-19
Comments:	Attached is the EOV_INSURED Letter_for VA GROUP_1-10-19
Attachment(s):	EOV_INSURED Letter_for VA GROUP_1-10-19.pdf

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Conclusion:

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
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State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Thank you for your timely response and consideration.

Sincerely,

*Gina Jisonna
Manager, Product Development
Sincerely,
Robert Waldron*

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/18/2018
Submitted Date	12/18/2018

Dear Greg Smith,

Introduction:

Mr. Bill Dismore

Virginia Bureau of Insurance

P.O. Box 1157

Richmond, Virginia 23218-1157

Re:SERFF/STATE Tracking #: META-130649719

Company Tracking #: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Dear Mr. Dismore:

Thank you for your response dated December 6, 2018. Here are the answers to your questions:

Response 1

Comments:

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

1. Page 1 - [Date of Letter]: Please add an explanation of variability for the [Date of Letter].

RESPONSE: This has been added to the explanation of variability.

2. Page 1 - Since this is a group policy, please add "[Certificate Number]" and add an explanation of variability for this item.

RESPONSE: Due to the complexity of how group certificates are issued based on extra-territorial requirements, we prefer not to add the certificate number to the policyholder letter.

3. Page 1, paragraphs 2 and 3 contain premium percentages (i.e. 45%). The premium percentages should be variable and added to the explanation of variability.

RESPONSE: The 45% to be implemented is in brackets and subject to change, dependent upon final disposition from the Virginia Bureau of Insurance.

4. Pages 1 - 6 contain instructions encased in brackets (for example, "[Insert this paragraph for insureds who ARE NOTE on premium waiver:]". As these are instructions, they must be included on the explanation of variability.

RESPONSE: I have revised the statement of variability to include each bracketed instruction on pages 1 - 6.

5.5. Page 1, last sentence in the first paragraph, "It is critical....": For clarity, please use the definition of the pronoun "It".

RESPONSE: The sentence has been revised as follows: Part of our commitment to you as our customer is to pay future benefits under your policy in the event you become eligible to receive them, and that the policies are priced at an appropriate level.

6. Page 1, paragraph 4, last two sentences of the paragraph that begins with, "Our past experience ...". These sentences should be replaced for clarity and consistency with the explanation provided in your Rate Increase Narrative. The first sentence of your LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf states, "Over time, evidence emerged that LTC insurance certificateholders keep their certificates longer, collect their benefits earlier and use their benefits longer than we originally anticipated. As a result, actuarial pricing assumptions were changed to reflect new expectations such as a larger number of claims and claims that lasted longer than initially expected." This explanation is much clearer than the current explanation found in the letter.

RESPONSE: The letter has been revised with the same statement that is in the LTC Rate Request Summary for consistency.

7. Last paragraph on page 2, "Options to consider" has a number of options that appear variable. Please explain why these options are variable. The BOI does not understand why "2. Call our customer service team to explore possible options" and "3. End your coverage" are variable. If the company chooses to have these paragraphs remain variable, the explanation of variability needs to be amended as requested in item #4 above.

RESPONSE: The statement of variability has been revised to bracketed instructions for each option noted on the letter. The customer service information with the phone number is not variable. The paragraph E prior to this paragraph is. The customer service paragraph is included in all letters. End Your Coverage is not variable. There is a choice of paragraphs A - E under this section which are used, based on the insureds current nonforfeiture status. This is noted on the statement of variability.

8. Please make the signature, name and title of the officer signing the letter variable and add to the explanation of variability.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

RESPONSE: The signature, name and title are now variable and this is noted on the explanation of variability.

Related Objection 1

Applies To:

- VA Group Cert Letter 45, PH-LTR-GRP-VA (Form)

Comments: 1. Page 1 - [Date of Letter]: Please add an explanation of variability for the [Date of Letter].

2. Page 1 - Since this is a group policy, please add "[Certificate Number]" and add an explanation of variability for this item.

3. Page 1, paragraphs 2 and 3 contain premium percentages (i.e. 45%). The premium percentages should be variable and added to the explanation of variability.

4. Pages 1 - 6 contain instructions encased in brackets (for example, "[Insert this paragraph for insureds who ARE NOTE on premium waiver:]"). As these are instructions, they must be included on the explanation of variability.

5. Page 1, last sentence in the first paragraph, "It is critical....": For clarity, please use the definition of the pronoun "It".

6. Page 1, paragraph 4, last two sentences of the paragraph that begins with, "Our past experience ...". These sentences should be replaced for clarity and consistency with the explanation provided in your Rate Increase Narrative. The first sentence of your LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf states, "Over time, evidence emerged that LTC insurance certificateholders keep their certificates longer, collect their benefits earlier and use their benefits longer than we originally anticipated. As a result, actuarial pricing assumptions were changed to reflect new expectations such as a larger number of claims and claims that lasted longer than initially expected." This explanation is much clearer than the current explanation found in the letter.

7. Last paragraph on page 2, "Options to consider" has a number of options that appear variable. Please explain why these options are variable. The BOI does not understand why "2. Call our customer service team to explore possible options" and "3. End your coverage" are variable. If the company chooses to have these paragraphs remain variable, the explanation of variability needs to be amended as requested in item #4. above.

8. Please make the signature, name and title of the officer signing the letter variable and add to the explanation of variability.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP_12-12-18
Comments:	EOV_INSURED Letter for VA GROUP_12-12-18
Attachment(s):	EOV_INSURED Letter_for VA GROUP_12-12-18.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna
Manager, Product Development

Sincerely,
Robert Waldron

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/16/2018
Submitted Date	11/16/2018

Dear Greg Smith,

Introduction:

Mr. Bill Dismore

Virginia Bureau of Insurance

P.O. Box 1157

Richmond, Virginia 23218-1157

Re:SERFF/STATE Tracking #: META-130649719

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW

Dear Mr. Bill Dismore:

Thank you for your response dated November 6, 2018. Here are the answers to your questions:

Response 1

Comments:

We confirm that this premium rate schedule increase will only apply to certificates issued under group policies effective before October 1, 2003, the effective date of the rate stabilization rule for this state. The Actuarial Memorandum has been revised and attached with this response.

Related Objection 1

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: There is a conflict in the following two statements from the Actuarial Memorandum. On page 1, it states: In accordance with Virginia requirements, this premium rate schedule increase will only apply to certificates issued before October 1, 2003, the effective date of the rate stabilization rule for this state. Then on page 2, it states: In accordance with Virginia requirements, this premium rate schedule increase will only apply to certificates issued under group policies effective before October 1, 2003, the effective date of the rate stabilization rule for this state. The second statement is in accordance with the Bureaus position on how to determine proper application of pre/post-stability rules for group contracts based on the policy effective date rather than the certificate effective date. Please confirm that this is the method which the Company used to subdivide the business. Please also revise the Memorandum to modify the incorrect statement on page 1.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached revised ACT Memo and narrative
Attachment(s):	Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability -Revised.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>L&H Actuarial Memorandum</i>
Comments:	<i>Please see the attached revised ACT Memo and narrative</i>
Attachment(s):	<i>Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability (REV).pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>L&H Actuarial Memorandum</i>
Comments:	<i>Please see the attached ACT Memo and narrative</i>
Attachment(s):	<i>VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 17-37).pdf VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 1-16).pdf Attachment for Group VA Filing Forms.pdf</i>

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached revised ACT Memo and narrative
Attachment(s):	Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability -Revised.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>L&H Actuarial Memorandum</i>
Comments:	<i>Please see the attached revised ACT Memo and narrative</i>
Attachment(s):	<i>Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability (REV).pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>L&H Actuarial Memorandum</i>
Comments:	<i>Please see the attached ACT Memo and narrative</i>
Attachment(s):	<i>VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 17-37).pdf VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 1-16).pdf Attachment for Group VA Filing Forms.pdf</i>
Satisfied - Item:	Response Letter 11.16.18
Comments:	Attached is the Response Letter 11.16.18
Attachment(s):	VA CT14-76 Pre-Rate Objection Response.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,

Mark D. Newton, FSA, MAAA
Actuarial Director, Metropolitan Life Insurance Company

Sincerely,
Cherise Livingston

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/03/2018
Submitted Date	12/03/2018

Dear Greg Smith,

Introduction:

Mr. Bill Dismore
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157

Re:SERFF/STATE Tracking #: META-130649719
Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW

Dear Mr. Bill Dismore:

Thank you for your response dated November 5, 2018. Here are the answers to your questions:

Response 1

Comments:

The active life reserve as of 12/31/2016 for the pre-stability block underlying the nationwide projections is \$1,921,092,070.

Related Objection 1

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: Please provide the active life reserve as of 12/31/2016 for the pre-stability block underlying the nationwide projections.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Please let me know if you have any questions. You can reach me directly by e-mail at mark.newton@metlife.com

Sincerely,

Mark D. Newton, FSA, MAAA
Actuarial Director, Metropolitan Life Insurance Company

Sincerely,
Robert Waldron

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/19/2018
Submitted Date	10/19/2018

Dear Greg Smith,

Introduction:

Mr. Bill Ditmore

Virginia Bureau of Insurance

P.O. Box 1157

Richmond, Virginia 23218-1157

Re:Objection Letter Dated October 15, 2018

SERFF/STATE Tracking #: META-130649719

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW

Dear Mr. Bill Ditmore:

Thank you for your response dated April 16, 2018. Here are the answers to your questions:

Response 1

Comments:

Objection 1

Please provide an A/E analysis on each assumption (morbidity, mortality, lapse), with expected on both original and current assumption basis.

MetLife Response: Please see Attachment 4 for A/E analysis on mortality, lapse and morbidity. The policy forms were priced based on a combination of industry LTC data and MetLifes experience in other LTC business at the time. The product was priced using legacy pricing system, so some details of the assumptions used in pricing are no longer available, in this case, morbidity.

Objection 2

We note that the average maximum valuation rate used in the projections is the same for this filing (4.48%) as for the post-stability filing META-130649751. Wouldnt the different range of issue years produce a different average valuation rate for the two subsets of business?

MetLife Response: The rate 4.48% is a weighted-average maximum valuation rate calculated on a Nationwide basis for the entire Group LTC business. The valuation rates for pre-stability and post-stability policies are 4.68% and 4.20% respectively.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Related Objection 1

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: 1.Please provide an A/E analysis on each assumption (morbidity, mortality, lapse), with expected on both original and current assumption basis.

2.We note that the average maximum valuation rate used in the projections is the same for this filing (4.48%) as for the post-stability filing META-130649751. Wouldnt the different range of issue years produce a different average valuation rate for the two subsets of business?

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	VA Group Objection Response Attachment
Comments:	VA Group Objection Response Attachment
Attachment(s):	VA Group Obj Response Attachment.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

I am a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries, and I meet the Academy's qualification standards for preparing health rate filings and to render the actuarial opinion contained herein.

Thank you for your timely response and consideration.

Sincerely,

Mark D. Newton, FSA, MAAA
Actuarial Director, Metropolitan Life Insurance Company

Sincerely,
Robert Waldron

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/27/2018
Submitted Date	09/27/2018

Dear Greg Smith,

Introduction:

Mr. Bill Dismore

Virginia Bureau of Insurance

P.O. Box 1157

Richmond, Virginia 23218-1157

Re:SERFF/STATE Tracking #: META-130649719

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW

Dear Mr. Dismore:

Thank you for your responses dated April 16, 2018.

Response 1

Comments:

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
<hr/>					
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

A copy of the original Actuarial Memorandum is attached.

All policies are Lifetime premium paying policies.

As in prior projections, these exhibits use the weighted average maximum valuation interest rate for accumulating and discounting premium and claims. Note: the weighted average rate is used as some issue years may cross years of changes in valuation rates.

Similarly as in all prior exhibits, premiums have been restated to Virginia rate levels (both past historical years and future years with and without proposed rate action. Experience has been updated through December, 2016.

The proposed breakdown of the business has extremely limited usefulness as the Group business employers opted for very limited choice in benefit packages. Policies with inflation protection are only 5% of the total policies nationwide and policies with >5 year benefit periods are only 15% of the total policies nationwide. As a result, the stand-alone experience of the policies with inflation protection and >5 year benefit periods is less than one percent of overall business. This experience has zero credibility and its impact on the overall loss ratio is non-material.

Unfortunately, the original pricing projections were determined using a legacy pricing system that no longer exists. As a result, the full details of original pricing assumptions are not available to reproduce the results as requested. Instead, we have provided the combined projected experience for the Group business reproduced based on the pricing loss ratio vectors. Please see Attachment 2.

] The active life reserves as of December 31, 2016 are provided below:

Total Active Life Reserves
Virginia 73,919,244
Nationwide 2,363,573,330

Waived premiums are not included in the earned premium. Please see Attachment 3 for Group waived premium amounts.

Revised Exhibit I has been expanded to provide separate columns for paid claims and claim reserves. Note that the experience has been updated through December, 2016. The claim reserve run-out testing summary is performed each year in the statutory Schedule H filing and they are performed together for all policy forms with the only separation being group and individual business. Please see Attachment 4 for Schedule H result as of 12/31/2017

Please see the State Rate Action Summary in Excel format included with this response.

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
<hr/>					
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Related Objection 1

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: 1.Please provide a copy of the original actuarial memorandum, including original pricing assumptions, original anticipated loss ratio, and mix of business.

2.For all projections requested below, please comply with the following:

- Please remove any policies in paid-up status from all projections, both past and future.
- Please use the average maximum valuation interest rate for accumulation and discounting, including any discounting of claim reserves back to the incurral year.
- Please recompute nationwide earned premiums to assume Virginia rate levels (both the past and proposed rate changes in Virginia).
- Please update with actual experience through at least 12/31/2016.

3.For each of the four subsets of the nationwide business corresponding to the combinations of (up to 5 year/>5 year benefit periods) and (none/auto-inflation protection), please provide (in Excel format) the following five projections (20 total):

- current assumptions and current rates
- current assumptions with the proposed rate increase
- current assumptions with premiums restated as if the proposed rate schedule had been in effect from inception
- original assumptions and original premiums from inception
- actual past experience (claims, mortality, lapse) but original assumptions in the future, with all premiums at the original premium scale from inception

4.For each of the four subsets of the business above, please provide the active life reserves on a nationwide basis.

5.Please specify whether waived premiums are included in earned premiums and incurred claims; provide the waived premium amounts and impact on requested increase.

6.Please show both the claim reserve and the paid claims separately in the projections. Please specify whether the claim reserves are fixed at the time of the claim or adjusted over time to reflect experience as it emerges. Please provide a sufficiency analysis of the actual runout experience of historical claims over time versus the claim reserves that were assumed.

7.Please provide in Excel format an exhibit showing the rate increase history and status of existing rate increase requests in each state, including the cumulative approved rate increase percentage and the in force annualized premium for each state.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes

Satisfied - Item:	Original Actuarial memorandum
Comments:	Please see the attached Original Actuarial memorandum
Attachment(s):	Group Act Mem 2009 Generic VA.pdf

Supporting Document Schedule Item Changes

Satisfied - Item:	Original Actuarial memorandum
Comments:	Please see the attached Original Actuarial memorandum
Attachment(s):	Group Act Mem 2009 Generic VA.pdf

Satisfied - Item:	Attachments for response
Comments:	Please see the attachments for the objection response
Attachment(s):	VA_Group_Attachments to Response.pdf

Supporting Document Schedule Item Changes

Satisfied - Item:	Original Actuarial memorandum
Comments:	Please see the attached Original Actuarial memorandum
Attachment(s):	Group Act Mem 2009 Generic VA.pdf

Satisfied - Item:	Attachments for response
Comments:	Please see the attachments for the objection response
Attachment(s):	VA_Group_Attachments to Response.pdf

Satisfied - Item:	State Rate Action Summary
Comments:	Please see the attached State Rate Action Summary
Attachment(s):	

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
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State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Thank you for your timely response and consideration.

Sincerely,

*Gina Jisonna
Manager – Product Development
Sincerely,
Robert Waldron*

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/27/2018
Submitted Date	09/27/2018

Dear Greg Smith,

Introduction:

Mr. Bill Dismore

Virginia Bureau of Insurance

P.O. Box 1157

Richmond, Virginia 23218-1157

Re:SERFF/STATE Tracking #: META-130649719

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW

Dear Mr. Dismore:

Thank you for your responses dated April 6, 2018

Response 1

Comments:

New rate pages are included with this response, including applicable form numbers.

Related Objection 1

Applies To:

- VA_Group_Rates_Generic_CURRENT_with_45%Increase, [GPNP99-LTC, G.LTC2798] (Rate)

Comments: In addition to providing the current rates as requested in our objection letter of 12/01/2017, please place the applicable policy form number on the appropriate proposed rate revision page and the current rate pages so that they can be compared properly.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Rate/Rule Schedule Item Changes						
Item No.	Document Name	Affected Form Numbers (Separated with commas)	Rate Action	Rate Action Information	Attachments	Date Submitted
1	VA_Group_Rates_Gen eric_CURRENT_with_45%Increase	GPNP99-LTC, G.LTC2798	Revised	Previous State Filing Number: META-127362661 Percent Rate Change Request: 45	VA_Group_Rates_Gen eric_CURRENT_with_45%Increase.pdf, VA_Group_Rates_Gen eric_CURRENT.pdf, VA_Group_Rates_Gen eric_CURRENT_Rates .pdf,	09/27/2018 By: Robert Waldron
<i>Previous Version</i>						
1	VA_Group_Rates_Gen eric_CURRENT_with_45%Increase	GPNP99-LTC, G.LTC2798	Revised	Previous State Filing Number: META-127362661 Percent Rate Change Request: 45	VA_Group_Rates_Gen eric_CURRENT_with_45%Increase.pdf,	07/12/2016 By: Robert Waldron

Response 2

Comments:

A State Rate Action Summary is included with this response. It reviews the filing status and amounts in all states. In general, we continue to file for the full, justifiable rate action in all states until full approval has been completed.

Related Objection 2

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: Rate Increases - Virginia compared with All Other States

1) Tell us which states the company has requested rate increases for these policy forms.

2) Compare the rate increases requested for Virginia with those requested in other states.

3) What is the status of those rate increases in other states.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Group Filing status by State
Comments:	Please see the attached Group Filing status by State
Attachment(s):	Group status.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna
Manager – Product Development

Sincerely,
Robert Waldron

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/27/2018
Submitted Date	09/27/2018

Dear Greg Smith,

Introduction:

*Mr. Bill Dismore
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157*

*Re: SERFF/STATE Tracking #: META-130649719
Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW*

Dear Mr. Dismore:

Thank you for your responses dated December 5, 2017

Response 1

Comments:

We have increased the size of the font in the address, as well as using bold type.

Changed Items:

No Supporting Documents changed.

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna
 Manager – Product Development

Sincerely,
 Robert Waldron

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/27/2018
Submitted Date	09/27/2018

Dear Greg Smith,

Introduction:

Mr. Bill Dismore

Virginia Bureau of Insurance

P.O. Box 1157

Richmond, Virginia 23218-1157

Re:SERFF/STATE Tracking #: META-130649719

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW

Dear Mr. Dismore:

Thank you for your responses dated December 1, 2017

Response 1

Comments:

Your department approved policy G.LTC2798 on 5/20/1998. A copy of the VA approval disposition has been included in Supporting Documentation

Certificates G.LTC6297, G.LTC6197, and G.LTC.199 are certificate forms that are issued under the group policy forms G.LTC2798 or GPNP99-LTC and are applicable to this filing request.

We included the certificates in the filing to satisfy the departments request in a prior objection. These documents can be removed from the filing if they are not needed.

Related Objection 1

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: Based on Actuarial Memorandum this filing applies to two group policies: GPN99-LTC and G.LTC2798. We are able to confirm GPN99-LTC was approved in Virginia 8/13/99; we are unable, however, to confirm when policy form G.LTC2798 was approved. Please provide a copy of the approval by the Bureau of Insurance.

Are both of these "policy" form numbers or is G.LTC2798 a certificate form number? The reason this is being questioned is that in a previous filing META-126139118, the filing has a similar form format for certificates. The heading in that actuarial memorandum states: "For Group Policy Form GPNP99-LTC When Issued With Certificate Forms: G.LTC6297, G.LTC6197, and G.LTC199."

Assuming these are both group policies, what certificates would be affected by this rate increase?

The Company provided copies of the G.LTC6197, G.LTC6197 and G.LTC199FPVA/F certificates. It is unclear why these were provided when those form numbers are included in the filing submission. Please explain.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Certificate and Policy approvals
Comments:	Please see the attached Certificate and Policy approvals
Attachment(s):	VA Group policy GLTC2798 _cert -appr 5-20-1998 -2.pdf VA Group policy GLTC2798 _cert -appr 5-20-1998.pdf GLTC199 Cert approved 10-14-99.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 2

Comments:

This was provided in the response to objection dated 7/28/2016. Please see attached.

Related Objection 2

Applies To:

- VA_Group_Rates_Generic_CURRENT_with_45%Increase, [GPNP99-LTC, G.LTC2798] (Rate)

Comments: The Company has provided the current rates with the 45% rate increase. Please attach to Supporting Documentation the Current rates prior to the rate increase

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Objection Response
Comments:	Please see the attached Objection response dated 2016-07-28
Attachment(s):	VA Group (Pre-Rate) Response to Objection Dated 2016-7-28.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Objection Response</i>
Comments:	<i>Please see the attached Objection response</i>
Attachment(s):	<i>VA Group (Pre-Rate) Response to Objection Dated 2016-7-28.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 3

Comments:

The Rate Request Summary has been updated and reflects number of certificateholders.

Related Objection 3

Applies To:

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: The number of policyholders affected on the LTC Rate Request Summary does not match the number of Virginia policyholders affected by this rate increase. Please resolve the discrepancy.

For our purposes, please provide certificate holders rather than policyholders when providing this information

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Long Term Care Insurance Rate Request Summary
Comments:	please see the updated Rate Request Summary
Attachment(s):	VA-lhgrpltc.pdf LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Long Term Care Insurance Rate Request Summary</i>
Comments:	
Attachment(s):	<i>VA-lhgrpltc.pdf LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>Long Term Care Insurance Rate Request Summary</i>
Comments:	
Attachment(s):	<i>VA-lhgrpltc.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 4

Comments:

All exhibits are updated to reflect data through December 31, 2016. Please note that the projections have also been updated to reflect the current best estimate assumptions, however, our rate increase request remains the same as submitted previously.

Please see Attachment 7 for the Virginia distribution of business as of 9/30/2017.

Related Objection 4

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: Experience has only been provided through 2014. Please update all exhibits to provide experience at least through 2016.

Please provide Virginia distribution of business as of September 30, 2017.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

*Gina Jisonna
Manager – Product Development*

*Sincerely,
Robert Waldron*

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/28/2017
Submitted Date	11/28/2017

Dear Greg Smith,

Introduction:

November 28, 2017

Ms. Janet Houser
 Virginia Bureau of Insurance
 P.O. Box 1157
 Richmond, Virginia 23218-1157

Re: Objection Letter Dated April 6, 2017
 SERFF/STATE Tracking #: META-130649719
 Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW

Dear Ms. Houser:

Thank you for your response dated April 6, 2017. Here are the answers to your questions:

Response 1

Comments:

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

a)Pursuant to 14VAC5-100-502, the full and proper corporate name of the insurer shall prominently appear in letter. Please amend the letter accordingly.

The full and proper corporate name of the insurer does prominently appear in the first page (first paragraph) of the letter. Please clarify if any further revisions are necessary.

b)Since the policy form number is specific to Virginia, the first sentence of the last paragraph on page one is not needed and should be removed.

The sentence, This premium increase was filed by MetLife and approved by the appropriate state regulator, where required has been removed.

c)Paragraph B2 (page 3) references information on the current cost of care as an enclosure. We are unable to locate the Cost of Care Chart unless this is the Rate Increase History. Please attach a copy to Supporting Documentation.

Included with this response is a copy of the 2016 Cost of Care.

d)Under Next Steps the letter states to make any changes in the coverage, the Coverage Change/Cancellation Form must be returned. Since no form is required for the CBUL to go into effect, the language should clearly state that if the premium remains unpaid and no form is returned, the CBUL will automatically be exercised. That would also be true if the contractual nonforfeiture benefit comes into play or the LCUL, correct? And as result, the insured should clearly understand that process.

We do request the insured send in the coverage change form should they wish to decrease or cancel coverage. If they do not send in the form and they lapse coverage at any time between the date of this letter and 120 days from the effective date of the rate increase, we would provide them with the Limited Coverage Upon Lapse Endorsement (LCUL), OR, their Nonforfeiture feature would go into effect, per the terms of their certificate.

e)The Company added language that the insured has a right to require a confirmation of the new premium to satisfy the requirement in 14VAC-200-75A 4b which states the insured has a right to a revised premium rate or rate schedule. A rate schedule is normally a part of the policy or certificate and this is what the insured as a right to request. A confirmation would not appear to be the same document. To resolve our concern, please replace the word confirmation with a premium rate or rate schedule.

Sentence has been revised as follows: Prior to being billed for a rate increase, you will receive a confirmation of your new premium in a separate mailing and have a right to request this premium rate schedule at any time.

f)Although the variance is the policyholder letter may be self-explanatory, please attach a Statement of Variability for the letter to Supporting Documentation and attach a final version of the letter to the Form Schedule.

The Statement of Variability was previously included in Supporting Documentation. A revised certificateholder letter has been included in the Form Schedule.

Related Objection 1

Applies To:

- VA Group Cert Letter 45, PH-LTR-GRP-VA (Form)

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Comments: For the record, we are only providing objections under this filing regarding the policyholder letter. We will request the letter be removed from SERFF tracking # META-130649751. Please address the following concerns with the policyholder letter:

- a) Pursuant to 14VAC5-100-50 2, the full and proper corporate name of the insurer shall prominently appear in letter. Please amend the letter accordingly.
- b) Since the policy form number is specific to Virginia, the first sentence of the last paragraph on page one is not needed and should be removed.
- c) Paragraph B2 (page 3) references information on the current cost of care as an enclosure. We are unable to locate the Cost of Care Chart unless this is the Rate Increase History. Please attach a copy to Supporting Documentation.
- d) Under "Next Steps" the letter states to make any changes in the coverage, the Coverage Change/Cancellation Form must be returned. Since no form is required for the CBUL to go into effect, the language should clearly state that if the premium remains unpaid and no form is returned, the CBUL will automatically be exercised. That would also be true if the contractual nonforfeiture benefit comes into play or the LCUL, correct? And as result, the insured should clearly understand that process.
- e) The Company added language that the insured has a right to require a confirmation of the new premium to satisfy the requirement in 14VAC-200-75 A 4 b which states the insured has a right to a revised premium rate or rate schedule. A rate schedule is normally a part of the policy or certificate and this is what the insured as a right to request. A confirmation would not appear to be the same document. To resolve our concern, please replace the word "confirmation" with a premium rate or rate schedule.
- f) Although the variance is the policyholder letter may be self - explanatory, please attach a Statement of Variability for the letter to Supporting Documentation and attach a final version of the letter to the Form Schedule.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

No Rate/Rule Schedule items changed.

Response 2

Comments:

Copies of the certificate containing the Schedule of Benefits, Statement of Variability, and cover letter have been included in Supporting Documentation.

Related Objection 2

Applies To:

- Objection Response (Supporting Document)

Comments: According to your previous response, the insured will receive a new Schedule of Benefits with a cover letter and a copy of the policy was attached to the filing. Unfortunately, I am unable to locate this. Please re-attach and include a copy of the cover letter in Supporting Documentation.

In addition, please provide a copy of the Statement of Variability that would have been approved at the time the policy was approved. How does the Schedule comply with indicating the effective date of change in the policy benefits versus the original effective date of the certificate?

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Cost of Care
Comments:	
Attachment(s):	Cost of Care 2016-FINAL - Old logo.pdf

Supporting Document Schedule Item Changes	
Satisfied - Item:	Cost of Care
Comments:	
Attachment(s):	Cost of Care 2016-FINAL - Old logo.pdf

Satisfied - Item:	Certificates & EOVS
Comments:	please see the attached Certificates and EOVS
Attachment(s):	G.LTC6197 Variable.pdf VA Group Certificate.pdf G.LTC6197.pdf UD02-Coverage Change ltr.pdf G.LTC6297.pdf G.LTC6297 Variable.pdf

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Cost of Care
Comments:	
Attachment(s):	Cost of Care 2016-FINAL - Old logo.pdf
Satisfied - Item:	Certificates & EOVS
Comments:	please see the attached Certificates and EOVS
Attachment(s):	G.LTC6197 Variable.pdf VA Group Certificate.pdf G.LTC6197.pdf UD02-Coverage Change ltr.pdf G.LTC6297.pdf G.LTC6297 Variable.pdf
Satisfied - Item:	LCUL EOVS
Comments:	please see the attached LCUL EOVS
Attachment(s):	EOV_G-LCUL, G-LCUL-1, G-LCUL-2.pdf

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Cost of Care
Comments:	
Attachment(s):	Cost of Care 2016-FINAL - Old logo.pdf
Satisfied - Item:	Certificates & EOVS
Comments:	please see the attached Certificates and EOVS
Attachment(s):	G.LTC6197 Variable.pdf VA Group Certificate.pdf G.LTC6197.pdf UD02-Coverage Change ltr.pdf G.LTC6297.pdf G.LTC6297 Variable.pdf
Satisfied - Item:	LCUL EOVS
Comments:	please see the attached LCUL EOVS
Attachment(s):	EOV_G-LCUL, G-LCUL-1, G-LCUL-2.pdf
Satisfied - Item:	EOV Insured Letter
Comments:	
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Response 3

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
<hr/>					
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Comments:

We agree that this is true for certificates issued under group policies that are situated in Virginia. If a state does not exert extraterritorial jurisdiction, MetLife would implement the rate increase approved in Virginia. However, since Virginia is not a state that exercises extraterritorial jurisdiction for certificates issued in Virginia that are situated in other states, those policies will follow the rate increase approved by the situs state.

MetLife has not submitted any LTC rate increase filing to Virginia for rates issued under a group policy issued in another state.

The Rate/Rule Schedule and Actuarial Memorandum have been updated to meet the departments criteria.

Related Objection 3

Comments: After our recent discussion about extraterritorial jurisdiction, please address the following concerns:

1. The Company stated "We will only implement the premium rate schedule increase after we have received approval from your Department and will apply the increase to all certificates issued under group long-term care insurance policies situated in your state except those certificates issued to residents of other states whose requirements are asserted to apply to rate increases for certificates issued in such other states regardless of group policy situs. As to certificates issued in any such other state, we will implement the increase approved by that state, whether it is higher or lower than the increase that your state approved for certificates issued under group policies situated in your state."

Since the group policy was issued in Virginia, unless the other state exerts extraterritorial Jurisdiction, it would seem the Company would implement the rate increased approved in Virginia. Do you not agree?

2. The Company stated "Please note that for certificateholders who were issued certificates in your state under a group long-term care insurance policy situated in another state, we will implement their increases after weve satisfied any requirements for the premium rate schedule increase of the situs state of their group policy (including obtaining approval, if required) without regard to your review of this filing."

Since Virginia does not have any authority over group LTCI forms and rates issued under a group policy issued in another state, those rate increases do not need to be filed in Virginia and those filings, if any, should be withdrawn.

3. The Company stated Written Premium Change for this Program and Written Premium for this Program only reflects premium information for certificates issued to residents of your state under group policies issued from within and from outside of your state.

This should be reflective of all premium subject to Virginia authority. Please ensure the information in the Rate/Rule Schedule and Actuarial Memorandum are correct.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 4

Comments:

The following Rate Increase narrative was added as the second page of the attachment LTCRate Request Summary - VA CT14-76 (Pre Rate). It is located in Supporting Documentation.

Rate Increase Narrative (included as page 2 of the LTCRate Request Summary)

Over time, evidence emerged that LTC insurance certificateholders keep their certificates longer, collect their benefits earlier and use their benefits longer than we originally anticipated. As a result, actuarial pricing assumptions were changed to reflect new expectations such as a larger number of claims and claims that lasted longer than initially expected. To update those premiums that were still based on outdated assumptions, many insurance companies requested increases to their LTC insurance premiums. These pricing challenges impacted the overall industry and were not unique to any one Company.

Related Objection 4

Applies To:

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: Although your previous response indicated a narrative had been added to the second page of the Rate Request Summary, we are unable to locate the document. Please reattach both page 1 and 2 to Supporting Documentation.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 5

Comments:

A Statement of Variability applicable to all LCUL forms has been attached to Supporting Documentation.

Related Objection 5

Applies To:

- Endorsement, G.LCUL (Form)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

- Endorsement, G.LCUL-1 (Form)
- Endorsement, G.LCUL-2 (Form)

Comments: Please attach a Statement of Variability for each endorsement form to Supporting Documentation.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	LCUL EOVS
Comments:	please see the attached LCUL EOVS
Attachment(s):	EOV_G-LCUL, G-LCUL-1, G-LCUL-2.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna
Manager – Product Development

Sincerely,
Robert Waldron

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/28/2017
Submitted Date	11/28/2017

Dear Greg Smith,

Introduction:

November 28, 2017

Ms. Janet Houser
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157

Response 1

Comments:

see revised ACT memo

Related Objection 1

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: According to your response to item 1 in objection 1, attachment 1 displays the issue dates of the certificates. I could not locate an Attachment 1 in the filing. There are Attachment 1 a and 1b included in the memorandum which demonstrates the nationwide experience but does not provide the information requested. We apologize our objection was not clear. Please provide the beginning and ending dates of the certificates issued in Virginia prior to 10/1/2003.

Changed Items:

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				
Supporting Document Schedule Item Changes					
Satisfied - Item:	L&H Actuarial Memorandum				
Comments:	Please see the attached revised ACT Memo and narrative				
Attachment(s):	Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability (REV).pdf				
<i>Previous Version</i>					
Satisfied - Item:	<i>L&H Actuarial Memorandum</i>				
Comments:	<i>Please see the attached ACT Memo and narrative</i>				
Attachment(s):	<i>VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 17-37).pdf VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 1-16).pdf Attachment for Group VA Filing Forms.pdf</i>				

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 2

Comments:
addressed in 04-06-2017 objection response

Related Objection 2

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
<hr/>					
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Comments: Thank for your response to item 2 in objection 1, however, our objection has not resolved.

We have done further research regarding the statement in General Information that the rate increase will not apply to any group policy issued with rates based on prospective rate increase approved by your Department on 12/4/2009 for policies issued on or after July 1,2010. We are assuming this relates to SERFF tracking # META-129138118. Is that correct? If so, please address the following:

- The prior filing was for rate increases for the Group policy GPNP99-LTC but only applied to certificates: G.LTC627, GLTC6197, and LTC199. This filing includes G.LTC2798 only. Are there other certificates associated with this Group policy GPN99-LTC; and if so, please provide the form numbers and dates of approval.*
- Please advise when form G.LTC2798 was approved in Virginia and the state tracking number.*
- Please clarify why G.LTC2798 was not previously included in META-126139118 and why the other three prior certificates are not included in this filing.*
- Does the experience and projections provided nationwide and on a Virginia basis include all certificates or just the experience for G.LTC2798? If experience and projections have not been provided based on G.LTC2798, please provide.*

The Company did indicate in its response the SERFF tracking number of the pre-stability policy is META-130649751. Please confirm this is incorrect and that filing is for the post stability block and META-130649719 is for the pre stability block.

Changed Items:

- No Supporting Documents changed.*
- No Form Schedule items changed.*
- No Rate/Rule Schedule items changed.*

Response 3

Comments:

see revised ACT memo

Related Objection 3

Applies To:

- L&H Actuarial Memorandum (Supporting Document)*

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: Item 3 in objection 1 remains unresolved. Please confirm the number of current Virginia certificate holders issued under group policies issued in Virginia prior to October 1, 2003. Please update the Section 22 of the Actuarial Memorandum to include this information including the annual premium.

The Rate/Rule Schedule in SERFF indicates there are 12 certificate holders with a written premium of \$10,691 and a written premium change of \$4811. This does not correspond with the premium change of \$216,705 provided in your response. Please clarify.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached revised ACT Memo and narrative
Attachment(s):	Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability (REV).pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>L&H Actuarial Memorandum</i>
Comments:	<i>Please see the attached ACT Memo and narrative</i>
Attachment(s):	<i>VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 17-37).pdf VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 1-16).pdf Attachment for Group VA Filing Forms.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 4

Comments:

see revised ACT memo

Related Objection 4

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: Thank you for your response to our objection 2. Please revise the statement in Item 4 in the memorandum which states the filing is applicable to inforce group long term care policies issued for delivery in our state before December 31, 2013 which is inaccurate and correct this to indicate it is applicable to policies issued prior to 10/1/2003.

Please revise Section 20 of the memorandum to reflect a 75 day notice will be provided as confirmed in your response to objection 2.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached revised ACT Memo and narrative
Attachment(s):	Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability (REV).pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>L&H Actuarial Memorandum</i>
Comments:	<i>Please see the attached ACT Memo and narrative</i>
Attachment(s):	<i>VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 17-37).pdf VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 1-16).pdf Attachment for Group VA Filing Forms.pdf</i>

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 5

Comments:

see revised ACT memo

Related Objection 5

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: We are unable to locate a copy of the currently approved rates which the company indicated was included in Objection 4. Please re-attach to Supporting Documentation.

The response in Objection 4 also indicated the Actuarial Memorandum had been updated but it does not appear to be attached to the filing. Please re-attach to Supporting Documentation. If rider form numbers have been added to the filing, those forms and proposed rates should be attached to the Rate/Rule Schedule as well.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached revised ACT Memo and narrative
Attachment(s):	Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability (REV).pdf
<i>Previous Version</i>	
Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached ACT Memo and narrative
Attachment(s):	VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 17-37).pdf VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 1-16).pdf Attachment for Group VA Filing Forms.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 6

Comments:

see the attached Long Term Care Insurance Rate Request Summary

Related Objection 6

Applies To:

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: The Company indicated in Objection 5 a corrected Rate Request Summary was attached. Unfortunately, the form could not be found. Please re-attach to Supporting Documentation.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	Long Term Care Insurance Rate Request Summary
Comments:	
Attachment(s):	VA-lhgrpltc.pdf LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf
Previous Version	
Satisfied - Item:	Long Term Care Insurance Rate Request Summary
Comments:	
Attachment(s):	VA-lhgrpltc.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 7

Comments:

see revised ACT memo

Related Objection 7

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: Thank you for your responses to objection 9; however, our objection remains unresolved.

In regarding to item one, it appears the Company is providing compliance for the pre-stability block based on the requirements as set forth in 14VAC5-200-153D. For compliance with 14VAC5-200-150 B, please make the appropriate changes in the memorandum and exhibits.

We are unable to locate the State Rate Action Summary which the Company indicated was attached. Please re-send.

Your response to item 4 refers to Attachment 2 which is reflecting compliance with 14VAC5-200-153D which is not applicable to pre-stability policies. Our expectation is an exhibit similar to your attachments 1a. Please provide. This objection would also apply to item 5.

Your response to item 6 refers to Attachment 3 which is reflecting compliance with 14VAC5-200-153D which is not applicable to pre-stability policies. Please clarify.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached revised ACT Memo and narrative
Attachment(s):	Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability (REV).pdf
<i>Previous Version</i>	
Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached ACT Memo and narrative
Attachment(s):	VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 17-37).pdf VA_Group_2015_ActMemo_States w Situs_NOT ET_PRE_RateStability (pgs 1-16).pdf Attachment for Group VA Filing Forms.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

*Gina Jisonna
Manager – Product Development*

*Sincerely,
Robert Waldron*

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/27/2017
Submitted Date	03/27/2017

Dear Greg Smith,

Introduction:

March 13, 2017

Janet Houser
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157

Re: State Tracking #: META-130649719
Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Dear Ms. Houser:

Thank you for your response dated July 28, 2016. Here are the answers to your questions:

Response 1

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

Related Objection 1

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: Please provide the following information:

- 1) Please provide the issue dates of the certificates for which a rate increase has been proposed.
- 2) Please explain the comment in General Information that states the increase will not apply to any group policy issued with rates that were based on prospective premium rate increase approved by our Department on 12/4/2009 for policies issued on or after July 1, 2010. Please provide the SERFF tracking number of this filing. This filing appears to be applicable to pre-stability policies only and the increase would affect only certificates under those policies issued prior to October 1, 2003.
- 3) General Information states the written premium change and written premium for this program reflects premium information for certificates issued to residents of your state under group policies issued from within and "from outside" of your state. As set forth in Section 38.2-316 A our authority for group policies is based on state of issue. Please make the appropriate changes in this information which should only reflect that data which is based on group policies issued in this state. This would also apply to the number of affected policyholders (certificate holders) in the Rate/Rule Schedule which should only reflect certificates issued under group policies issued in our state and not policies issued outside of the state of Virginia.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Group Coverage Change Form FINAL 11-07-11
Comments:	Please see the attached Group Coverage Change Form FINAL 11-07-11
Attachment(s):	Group Coverage Change Form FINAL 11-07-11.pdf
<i>Previous Version</i>	
Satisfied - Item:	Group Certificateholder Letter
Comments:	Please see the attached Group Certificateholder Letter
Attachment(s):	Group Certificateholder Letter.pdf

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes

Satisfied - Item:	Group Coverage Change Form FINAL 11-07-11
Comments:	Please see the attached Group Coverage Change Form FINAL 11-07-11
Attachment(s):	Group Coverage Change Form FINAL 11-07-11.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Group Certificateholder Letter</i>
Comments:	<i>Please see the attached Group Certificateholder Letter</i>
Attachment(s):	<i>Group Certholder Letter.pdf</i>

Satisfied - Item:	Optional Inflation Provision_Group
Comments:	
Attachment(s):	Optional Inflation Provision_Group.pdf

Supporting Document Schedule Item Changes

Satisfied - Item:	Group Coverage Change Form FINAL 11-07-11
Comments:	Please see the attached Group Coverage Change Form FINAL 11-07-11
Attachment(s):	Group Coverage Change Form FINAL 11-07-11.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Group Certificateholder Letter</i>
Comments:	<i>Please see the attached Group Certificateholder Letter</i>
Attachment(s):	<i>Group Certholder Letter.pdf</i>

Satisfied - Item:	Optional Inflation Provision_Group
Comments:	
Attachment(s):	Optional Inflation Provision_Group.pdf

Satisfied - Item:	Objection Response
Comments:	Please see the attached Objection response
Attachment(s):	VA Group (Pre-Rate) Response to Objection Dated 2016-7-28.pdf

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Endorsement	G.LCUL	CERA	Initial		50.000	G-LCUL.pdf	Date Submitted: 03/27/2017 By: Robert Waldron
<i>Previous Version</i>								
1	Endorsement	G.LCUL	POLA	Initial		50.000	G-LCUL.pdf	Date Submitted: 07/12/2016 By: Robert Waldron
2	Endorsement	G.LCUL-1	CERA	Initial		50.000	G-LCUL-1 (Lower NF) (8-16-11).pdf	Date Submitted: 03/27/2017 By: Robert Waldron
<i>Previous Version</i>								
2	Endorsement	G.LCUL-1	POLA	Initial		50.000	G-LCUL-1 (Lower NF) (8-16-11).pdf	Date Submitted: 07/12/2016 By: Robert Waldron
3	Endorsement	G.LCUL-2	CERA	Initial		50.000	G-LCUL-2 (Choice) (8-16-11).pdf	Date Submitted: 03/27/2017 By: Robert Waldron
<i>Previous Version</i>								
3	Endorsement	G.LCUL-2	POLA	Initial		50.000	G-LCUL-2 (Choice) (8-16-11).pdf	Date Submitted: 07/12/2016 By: Robert Waldron
4	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate/Rule Schedule items changed.

Response 2

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Related Objection 2

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: The memorandum states the rate increase will only apply to certificates under group policies effective before 10/1/2003; however, under the Applicability section, it states this filing is applicable to inforce group long term care policies issued for delivery in our state before December 31, 2013. Please clarify.

Please amend the memorandum under Proposed Effective Date to provide a 75 day notice which is now required under 14VAC5-200-75 D. This would also apply to the Certificateholder Options.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 3

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

Related Objection 3

Applies To:

- Endorsement, G.LCUL (Form)
- Endorsement, G.LCUL-1 (Form)
- Endorsement, G.LCUL-2 (Form)
- L&H Actuarial Memorandum (Supporting Document)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: The company has attached three new endorsements to provide limited coverage upon lapse following the contribution increase endorsement. According to the memorandum, the certificateholder will have nonforfeiture coverage as follows:

1) If there is no nonforfeiture feature in the certificate, the company will offer the Limited Coverage Upon Lapse Premium Increase Endorsement (LCUL).

Why is this necessary since the company must provide a contingent benefit upon lapse (CBUL) as set forth in 14VAC5-200-75 D1 a?

2) If the certificate has the nonforfeiture feature, but it will provide no benefit or a lower benefit than the LCUL, the company will issue the LCUL.

Under what circumstance would the nonforfeiture feature not provide a benefit as set forth in 14VAC5-200-185 E 3?

3) If the certificate has the nonforfeiture feature and will pay benefit equal or greater than the LCUL, the nonforfeiture benefit will be provided.

The company has indicated the benefits under the LCUL are the same as CBUL. The benefits under the CBUL are also the same as what is available under the nonforfeiture benefit pursuant to 14VAC5-200-185 E 3.

4) If the certificate has the nonforfeiture feature that will pay different benefits than those under the LCUL, the insured would be given a choice to either receive benefits under the nonforfeiture benefit or the LCUL.

As stated above benefits under the LCUL are the same as CBUL and would be the same under the nonforfeiture feature.

5) If the certificateholder qualifies for coverage under the CBUL, the company will issue the LCUL instead.

Again, it is unclear the purpose of the LCUL.

Please explain the purpose of the LCUL and why the CBUL is not sufficient.

Changed Items:

No Supporting Documents changed.

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Endorsement	G.LCUL	CERA	Initial		50.000	G-LCUL.pdf	Date Submitted: 03/27/2017 By: Robert Waldron
Previous Version								
1	Endorsement	G.LCUL	POLA	Initial		50.000	G-LCUL.pdf	Date Submitted: 07/12/2016 By: Robert Waldron
2	Endorsement	G.LCUL-1	CERA	Initial		50.000	G-LCUL-1 (Lower NF) (8-16-11).pdf	Date Submitted: 03/27/2017 By: Robert Waldron
Previous Version								
2	Endorsement	G.LCUL-1	POLA	Initial		50.000	G-LCUL-1 (Lower NF) (8-16-11).pdf	Date Submitted: 07/12/2016 By: Robert Waldron
3	Endorsement	G.LCUL-2	CERA	Initial		50.000	G-LCUL-2 (Choice) (8-16-11).pdf	Date Submitted: 03/27/2017 By: Robert Waldron
Previous Version								
3	Endorsement	G.LCUL-2	POLA	Initial		50.000	G-LCUL-2 (Choice) (8-16-11).pdf	Date Submitted: 07/12/2016 By: Robert Waldron

No Rate/Rule Schedule items changed.

Response 4

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

Related Objection 4

Applies To:

- VA_Group_Rates_Generic_CURRENT_with_45%Increase, [GPNP99-LTC, G.LTC2798] (Rate)

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

- L&H Actuarial Memorandum (Supporting Document)

Comments: Please remove the previous state filing number META-127362661 under the Rate Action Information column in the Rate/Rule Schedule since this filing was never approved.

Please attach a copy of the current rates to supporting documentation.

Are there any riders that will be affected by this rate increase? If so, the rider form numbers, exactly as approved, should be included in the Affected Form Numbers column with the appropriate rate attachments. Please amend the Actuarial Memorandum to include the forms and description of the benefits.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 5

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

Related Objection 5

Applies To:

- Long Term Care Insurance Rate Request Summary (Supporting Document)

Comments: We note a brief narrative was attached under the Actuarial Memorandum section in Supporting Documentation. Please attach the narrative as a second page to the Rate Request Summary. The narrative, however, should be more explanatory as this will be placed on our website for consumers to access. Please explain in consumer friendly language why interest rates, mortality, lapse and morbidity assumptions changed and how those changes impacted the long term care rates.

It appears, however, an incorrect form was attached. The correct form is included and should be completed as indicated with the narrative as a second page.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 6

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

Related Objection 6

Applies To:

- Group Certificatefolder Letter (Supporting Document)

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
<hr/>					
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Comments: The Virginia State Corporation Commission in 2015 adopted revisions to the Rules Governing Long-Term Care Insurance set forth in Chapter 200 of Title 14 of the Virginia Administrative Code. As part of the revisions, the commission revised the requirements for policyholder notifications regarding rate increases as stated in 14 VAC5-200-75 D. As a result, the company will need to submit for review a policyholder notification letter in compliance with the requirements of 14VAC5-200-75. For compliance with this regulation, please address the following concerns:

- 1) For compliance with 14 VAC5-100-50 1 and 2, please attach the policyholder letter to the Form Schedule in SERFF. A form number must appear in the lower left-hand corner of the first page. The full and proper corporate name of the insurer shall prominently appear.*
- 2) It is not necessary to file separate letters for each requested long term care rate increase provided the filed letter contains the appropriate variability to accommodate various scenarios. Please let us know if the company prefers to submit one letter or a separate letter for each filing. Please provide a statement of variability explaining any bracketed information in the letter.*
- 3) For compliance with 14VAC5-200-75 D, please make the following changes:*
 - a) An explanation that similar options will be available in the event of a future rate increase.*
 - b) The insured has a right to a revised premium rate or rate schedule.*
 - c) A disclosure that all options available may not be equal. As a disclosure, this information should be emphasized such as by bolding, highlighting or using larger print.*
 - d) A disclosure that in the case of a partnership policy, some benefit reduction options may result in loss in partnership status that may reduce the policyholder protections. Again, this should be emphasized such as by bolding, highlighting or using larger print.*
 - e) A clear identification of the driving factors of the premium rate increase.*
 - f) Include the required wording as set forth in 14VAC5-200-75 D 4 and in the first sentence refer to "Virginia's State Corporation Commission" rather than just "the commission" as referenced in the regulation.*
- 4) As stated in our previous objections, the LCUL may not be necessary and any references to it should be removed from the letter.*
- 5) Insert paragraph E relates to an insured with paid-up coverage with a layer of non-paid up coverage. Please provide us an example of this type of situation and how it is administered.*
- 6) There is a reference to an Optional Inflation Increase Provision and if eligible, a separate communication will be sent. Please attach a copy of this provision and the communication to Supporting Documentation. In regards to an inflation rider, will the policyholder only be able to reduce the inflation protection to a lower percentage based on those percentages currently offered or has the company determined actuarially a percentage reduction that would allow the rate increase to be zeroed out if accepted which*

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

would result in no rate increase, commonly referred to as a landing spot?

7) Please attach a copy of the Coverage Change/Cancellation Form to Supporting Documentation. Is this form attached to the certificate? The letter states the company must still receive this form even if the CBUL is elected. The CBUL is automatically in effect if the insured meets the trigger points and the certificate lapses within 120 days of the due of the premium so increased as set forth in 14VAC5-200-185 D3. A form is not required. Please amend the letter accordingly.

8) Please provide a copy of the cost of care chart that will be enclosed with the letter.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Group Coverage Change Form FINAL 11-07-11
Comments:	Please see the attached Group Coverage Change Form FINAL 11-07-11
Attachment(s):	Group Coverage Change Form FINAL 11-07-11.pdf
<i>Previous Version</i>	
Satisfied - Item:	Group Certificateholder Letter
Comments:	Please see the attached Group Certificateholder Letter
Attachment(s):	Group Certholder Letter.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 7

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

Related Objection 7

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Comments: Please advise how the certificate is updated for such benefit changes. If the policy is revised or changed in any way, the certificate holder must first agree to the changes and the certificate must be amended or endorsed by an approved form such as a rider, endorsement, application or schedule of benefits that has been reviewed and approved by the Virginia Bureau of Insurance. The document must be dated or have an indication of the effective date of change in the policy benefits, state that a change is being made to the policy and this new document will be made a part of the contract. If the company has such forms available for this purpose, please provide a copy of the form, the SERFF tracking number and date of approval. If the company does not have any available documents to effectuate such changes, a form will need to be submitted for review and approval. It can be attached to this filing if desired. Please keep in mind, there are several options provided in the policyholder letter to reduce the effect of the rate increase. Please be sure all options are covered in the new form or forms including the contingent benefit upon lapse and/or optional nonforfeiture benefit. If the company chooses to include variability in the form, please provide a statement of variability. A Certification of Compliance would be required in accordance with 14VAC5-100-40 3 as well as Readability Certification in accordance with 14VAC5-110-60.

Forms for updating the certificate should only be submitted once for review and approval and may be used with multiple filings.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 8

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

Related Objection 8

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: Please advise if the company wishes to request a series of scheduled rate increases that are actuarially equivalent to a single amount requested over the lifetime of the policy as set forth in 14VAC5-200-150 C. If so, please advise what the increases would be at each implementation period and amend the Actuarial Memorandum and policyholder letter accordingly. Rate Schedules for each implementation period would need to be attached to the Rate/Rule Schedule.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Response 9

Comments:

Please see the complete response in the Supporting Documentation tab due to character limits

Related Objection 9

Applies To:

- L&H Actuarial Memorandum (Supporting Document)

Comments: Please provide the following:

- 1) Based on the revised 14VAC5-200-150 B, benefits will be deemed reasonable for pre-stability policies only provided the expected loss ratio is greater of 60% or the lifetime loss ratio used in the original pricing applied to the current rate schedule plus 75% applied to any premium rate increase for group policy forms. Based on section 14 of the memorandum, it appears the Company has used the requirement applicable to post stability policies as set forth in 14VAC5-200-153D. Please revise the exhibit accordingly.
- 2) The Supplement to the Actuarial Memorandum states the interest rate used is consistent with that assumed in the determination of premiums (6%). For pre-stability policies, as set forth in 14VAC5-200-150 B revised in September 2015, notwithstanding the provision of 14VAC5-130-50 with regard to interest, demonstrations of loss ratios shall be made in compliance with the Rules Governing the Filing of Rates for all Individual and Certain Group Accident and Sickness Insurance Policy Forms (14VAC5-130). All present and accumulated values used to determine rate increases, including the lifetime loss ratio used in the original pricing, shall use the maximum interest rate for contract reserves as specified in Section 38.2-1371 of the Code of Virginia. Please revise exhibits accordingly.
- 3) Advise in what states the company has requested rate increases on this block, how the rate changes requested in Virginia compare with those requested in other states, and the current status of the reviews in other states.
- 4) Please provide a loss ratio projection reflecting the actual historical experience during the historical experience period and then, utilizing the actual inforce as of the projection date, projecting forward the expected earned premiums and incurred claims using the original pricing assumptions for interest, mortality, morbidity and persistency into the future and assuming the future premiums are paid based on the original premium scale with no increases.
- 5) Please provide a loss ratio projection (both past and future) which reflects all of the original pricing assumptions for interest, mortality, morbidity, persistency and premium scale, but uses the actual distribution of policies as issued rather than the originally assumed mix of business.
- 6) Please identify the amount of Active Life reserves related to these policies and include the Active Life reserves in the determination of the Future Loss ratio.
- 7) Please re-state the nationwide experience using Virginia approved rates.

Changed Items:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your timely response and consideration.

Sincerely,

Gina Jisonna

Sincerely,

Robert Waldron

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Amendment Letter

Submitted Date: 11/12/2019

Comments:

Please see the attached revised Explanation of Variable for the Policyholder Letter for your review.

Let us know if anything additional would be required to assist in your review of this filing.

Thank you for your attention to our filing.

Gina Jisonna
MetLife Long Term Care
Manager, Product Development
860-656-3809

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-11
Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-11
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised 2019-10-31</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-10-31</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP.</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_12-12-18</i>
Comments:	<i>EOV_INSURED Letter for VA GROUP_12-12-18</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_12-12-18.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
<hr/>					
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Amendment Letter

Submitted Date: 10/31/2019

Comments:

Good MORning,

We have revised and attached the following documents below under the corresponding Tabs.

Please let us know if anything additional would be required to assist in your review of this filing.

Thank you for your attention to our filing.

Gina Jisonna
MetLife Long Term Care
Manager, Product Development
860-656-3809
Changed Items:

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 10/31/2019 By:
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019-revised	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD - John Doe.pdf	Date Submitted: 07/29/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_FINAL 1-2019	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD.pdf	Date Submitted: 07/26/2019 By: Cory Johnson
Previous Version								
1	VA Group Cert Letter 45_revised 122718	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45_revised 122718.pdf	Date Submitted: 01/11/2019 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/18/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
Previous Version								
1	VA Group Cert	PH-LTR-GRP-VA	CERA	Other	Certificateholder	0.000	VA Group Cert	Date Submitted:

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
	Letter 45				letter		Letter 45.pdf	09/27/2018 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
Previous Version								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate Schedule Items Changed.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP-Revised 2019-10-31
Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-10-31
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP-Revised</i>
Comments:	<i>Please see the attached revised EOV_INSURED Letter for VA GROUP.</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18</i>
Comments:	<i>EOV_INSURED Letter for VA GROUP_ 12-12-18</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_ 12-12-18.pdf</i>
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV Insured Letter</i>
Comments:	
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP.pdf</i>

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Amendment Letter

Submitted Date: 10/09/2019

Comments:

Dear Mr. Dismore:

Following up on our call earlier in July, we are providing the results demonstrating the lifetime loss ratio by removing the policy reserves (i.e. Active Life Reserve “ALR”) from the incurred claims.

In this submission, we are including the results for all the policy forms or certificates that MetLife has filed with your Department that are still under your review.

If you have any questions regarding these results, please reach out to us. Thank you for your consideration.

Sincerely,

William P. Bigelow, FSA, MAAA
Vice President and Actuary, Metropolitan Life Insurance Company

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes	
Satisfied - Item:	ALR Response
Comments:	Please see the attached ALR Response.
Attachment(s):	VA Response to ALR.pdf
Satisfied - Item:	Attachment-ALR
Comments:	Please see the following attachment in supplement to our response
Attachment(s):	Attachments_10082019.pdf

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Amendment Letter

Submitted Date: 01/16/2019

Comments:

Bill Dismore

Virginia Bureau of Insurance

State Corporation Commission

P.O. Box 1157

Richmond, VA

Re:SERFF/STATE Tracking #: META-130649719

Company Tracking #: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Dear Mr. Dismore:

Please be advised that we are replacing the Policyholder letter to reflect an update to the second section of the letter (What you need to know) for consistency with the language changes made to the policyholder letters on our other open filings pending with your department.

Sincerely,

Gina Jisonna

Manager – Product Development

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedule Item Changes	
Satisfied - Item:	VA Group Cert Letter 45_revised 122718 - John Doe
Comments:	Attached is the revised VA Group Cert Letter 45_revised 122718 - John Doe
Attachment(s):	VA Group Cert Letter 45_revised 122718 - John Doe.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>VA Group Cert Letter 45_revised 122718 - John Doe</i>
Comments:	<i>Attached is the VA Group Cert Letter 45_revised 122718 - John Doe</i>
Attachment(s):	<i>VA Group Cert Letter 45_revised 122718 - John Doe.pdf</i>

Satisfied - Item:	EOV_INSURED Letter_for VA GROUP_1-10-19
Comments:	Attached is the EOV_INSURED Letter_for VA GROUP_1-10-19
Attachment(s):	VA Group Cert Letter 45_revised 122718.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>EOV_INSURED Letter_for VA GROUP_1-10-19</i>
Comments:	<i>Attached is the EOV_INSURED Letter_for VA GROUP_1-10-19</i>
Attachment(s):	<i>EOV_INSURED Letter_for VA GROUP_1-10-19.pdf</i>

State: Virginia Filing Company: Metropolitan Life Insurance Company
 TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
 Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
 Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Amendment Letter

Submitted Date: 12/03/2018

Comments:

Please note we have included the updated Policyholder Letter for the Pre & Post Group filings. As requested we are only adding to this one filing so as not to duplicate a form.

Changed Items:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 12/03/2018 By:
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 09/27/2018 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 11/28/2017 By: Robert Waldron
<i>Previous Version</i>								
1	VA Group Cert Letter 45	PH-LTR-GRP-VA	CERA	Other	Certificateholder letter	0.000	VA Group Cert Letter 45.pdf	Date Submitted: 03/27/2017 By: Robert Waldron

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Amendment Letter

Submitted Date: 09/27/2018

Comments:

please note we reattached the State Rate Action Summary as there was an issue previously.

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes	
Satisfied - Item:	State Rate Action Summary
Comments:	Please see the attached State Rate Action Summary
Attachment(s):	State Rate Action Summary.xlsx
Previous Version	
Satisfied - Item:	State Rate Action Summary
Comments:	Please see the attached State Rate Action Summary
Attachment(s):	

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Note To Reviewer

Created By:

Robert Waldron on 02/28/2019 09:01 AM

Last Edited By:

Robert Waldron

Submitted On:

02/28/2019 09:01 AM

Subject:

Rate Rukle Tab break out information

Comments:

Please note rate rule tab must show totals. Below are the breakout numbers fro the policies;

As of 9/30/2018Pre-Rate Stability

Category	Situs	Issue	Count	Annual Premium	Increase
1	VAVA		93	\$106,470.00	\$41,523.00
2	VANot ET		475	\$513,932.00	\$200,434.00
3	VAET		97	\$100,099.00	\$39,039.00
			665	\$720,501.00	\$280,996.00

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Reviewer Note

Created By:

Bill Dismore on 11/21/2019 12:30 PM

Last Edited By:

Bill Dismore

Submitted On:

11/21/2019 12:32 PM

Subject:

Actuarial Review - Final Summary Report

Comments:

1/28/19-Received ARC final summary report.



SHAWN D. PARKS, FSA, MAAA
1114 CATAWBA RIVER RD • GREAT FALLS, SC 29055
(803) 994 - 9895 • SHAWN.PARKS@ARCGA.COM

January 28, 2019

Life and Health Division
Bureau of Insurance
State Corporation Commission
P. O. Box 1157
Richmond, VA 23218

Subject: **SERFF Tracking #META-130649719**

At the request of the Virginia SCC Bureau of Insurance (the “Bureau”), I have reviewed the filing for the above captioned submission from **Metropolitan Life Insurance Company** (the “Company”). This is a rate increase filing for a block of Group Long Term Care Insurance.

Recommendation

My review of this filing was performed according to the provisions of 14VAC5-200-150. Applicable Actuarial Standards of Practice were considered, including Actuarial Standard of Practice No. 18, “Long-Term Care Insurance” and Actuarial Standard of Practice No. 8, “Regulatory Filings for Rates and Financial Projections for Health Plans”. After review of the Company’s submission, I believe that, if the rate increase is reduced from 45% to 39%, the rate increase will be in compliance with all applicable regulations. **I therefore recommend that the Bureau ask the Company to reduce the rate increase request to 39%.**

Historical Background

These group policies were issued in Virginia from 1989 through 9/30/2003 with certificates issued through 2014 and I have reviewed according to the requirements of 14VAC5-200-150.

As of 09/30/2017, there were 343 insureds with \$395K premium in force in Virginia, and 109,161 insureds with annual premiums of \$117.5M nationwide, making Virginia’s block approximately 0.3% of the total.

The Company has previously submitted a 45% rate increase request that was ultimately disapproved by the Bureau in 2014. The Company is currently requesting a rate increase of 45%.

The Company presents the following rationale for this increase: *“MetLife monitors the performance of the business by completing periodic analyses of lapse rates, mortality*

rates, claim incidence rates, claim continuance rates and claim utilization rates. The findings from these analyses were used to determine the current experience assumptions... the past experience and future projections based on current experience assumptions combine to a resulting loss ratio that far exceeds both original pricing expectations and state minimum requirements.”

Requests were sent to the Company for additional information and the Company’s responses clarified issues which arose during the course of my review. The Bureau was involved in all correspondence with the Company.

Methodology

My approach was to a) review the submitted filing materials, b) check the filing contents and assumptions for compliance with all relevant regulations, c) verify the calculations in the supplied exhibits, d) review the projections for reasonableness, and e) analyze the current increase and cumulative increase in Virginia relative to other states.

Assumptions

Morbidity – The current morbidity assumptions are based on Company experience through June 2014 with selection factors wearing off after 3 years. The original assumptions were based on a study published by the Society of Actuaries based on the 1985 NNHS with modifications at the time of original pricing.

The A/E based on the revised assumptions is 100% for both incidence and for terminations. This data was not available under original assumptions.

One basis for measuring credibility is the formula recommended by the American Academy of Actuaries (“AAA”) in a Long-term Care Credibility Monograph issued in August 2016. Under the formula recommended, 3,246 claims are needed for full LTCI data credibility. The standard is applied to cumulative historical experience to determine the credibility of the block. The Company’s aggregate morbidity is based on over 43,000 claims, resulting in full credibility.

Mortality – The mortality is set at 97% of the Annuity 2000 Basic Table with selection factors. The original assumption was based on the 1983 GAM mortality table with loading removed. The current mortality produces an A/E ratio of 86% versus 55% under original assumptions.

Voluntary Lapse –The current lapse assumptions are based on Company experience through June 2014. The ultimate lapse rate ranges from 0.8% to 2.5% at durations 14+, varying by issue age and grading down to 0.8% at ages 65+. The original ultimate assumption was 4.5% in years 10+. The A/E vs. current assumptions is 108% at durations 13+. The A/E at earlier durations is somewhat volatile, but all inforce policies are currently past duration 13.

Interest – the average valuation interest rate for the pre-stability block is 4.68% and is used for discounting the projections. The original pricing rate was 5.75%.

Projections

The Company has included both nationwide and Virginia-only loss ratio projections as of 12/31/2016. Because the Virginia-only business is not credible on its own, the Company has used the nationwide experience under this form as the basis for its request. Since experience is not expected to have a large variation by geographic region, I agree that it is appropriate to use the nationwide data for increased credibility.

In Attachment 2 submitted by the Company, the lifetime loss ratio in the original filing was 72% using actual sales. However, this exhibit used the original interest rate at the time of pricing (6.0%) so we used the data in that exhibit to recalculate at 4.68% to match the interest rate in the current projection, resulting in an original loss ratio of 81.2%. The projected lifetime loss ratio without an increase is 101.1% and 93.9% after the requested increase. The future loss ratio taking into account the active life reserve is 57%. If the Bureau wishes to enforce its interpretation of 14VAC5-200-150.B.11. that the future loss ratio after deducting policy reserves is greater than 60%, it should ask the Company to reduce their request from 45% to 39%.

60/75 Test

81/81 Minimum Claims	Projected Incurred Claims	Pass/Fail
3,131 M	3,620 M	PASS

The 60/75 test prescribes the use of the valuation interest rate, which averaged 4.68% over the issue years of the policies covered by this filing. We also substituted the original loss ratio of 81.2% where appropriate.

PV of Future Loss Test

Scenario	PV Future Loss
Original	-849 M
No Incr	-1,777 M
45% Incr	-1,501 M

The goal of this test is to ensure that, when looking only into the future, the company is not in a better position financially than if the assumptions were to play out according to original assumptions (except for interest). This is done by calculating the present value of the future expected loss under original assumptions and comparing that to the current assumptions with and without the proposed premium action. For this filing, the loss is

greater under the current assumptions than original assumptions, so this test would not limit the increase.

State Rate Equity

From the data submitted on 9/27/2018, a rate increase of 45% has already been approved in the vast majority of states (28 out of 38). The Company is continuing to pursue rate increases in those states where less than 45% has been approved. Based on this strategy and the relatively small level of the cumulative increase, I do not recommend reducing the request based on this measure.

Reliance and Qualifications

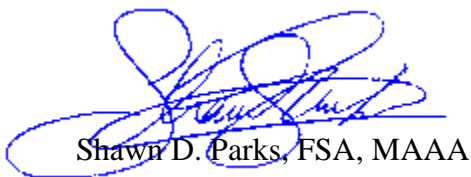
I am providing this letter to the Bureau as the sole intended user. The scope of the review relates only to compliance with applicable laws and regulations relating to the actuarial aspects of the filing under consideration, and the intended purpose is to communicate my findings regarding this filing. Distribution of this letter to parties other than the Bureau by me or any other party does not constitute advice by me to those parties. The reliance of parties other than the Bureau on any aspect of this work is not authorized by me and is done at their own risk.

In arriving at my opinion, I used and relied on information provided by the Company and the Bureau without independent investigation or verification. If this information is inaccurate, incomplete, or out of date, my findings and conclusions may need to be revised. While I have relied on the data provided without independent investigation or verification, I have reviewed the data for consistency and reasonableness. In the event that I found the data inconsistent or unreasonable, I have requested clarification.

I am a member of the American Academy of Actuaries and meet that body's Qualification Standards to render this opinion. I am responsible for this work and have utilized generally accepted actuarial methodologies in arriving at my opinion.

If you have any questions regarding this filing, please contact me to discuss.

Sincerely,



Shawn D. Parks, FSA, MAAA

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Reviewer Note

Created By:

Bill Dismore on 07/18/2019 06:32 AM

Last Edited By:

Bill Dismore

Submitted On:

07/19/2019 01:38 PM

Subject:

VALR for LTCI Filings

Comments:

Comments and status from the VA BOI's review MetLife's resistance to recalculate the policy reserve.

From: [Bob Grissom](#)
To: [Bill Dismore](#); [Elsie Andy](#)
Cc: [Greg Smith](#)
Subject: FW: MetLife comments re: VALR for LTCI filings
Date: Wednesday, July 17, 2019 7:18:44 PM
Attachments: [MetLife comments regarding VALR.pdf](#)

I know that Greg is out until Monday, but let me know if either of you have any questions or suggestions regarding the below.

Alison, we've now completed our review of the attached, in which the company questioned the Bureau of Insurance's use of the active life reserves in the determination of the future loss ratio for long term care rate increases. Two different consulting actuaries were requested to review the company's arguments and provide their opinions. Both consultants continue to agree with the original analysis that led to this requirement and do not agree with the company's overall argument that any inclusion of policy reserves in the future loss ratio calculation is unreasonable.

Previously the company was given the opportunity to recalculate the policy reserve but, unless it's been overlooked, the company declined to do so; presumably on the grounds that they were constrained by New York Life law. While we understand this for reporting purposes, nothing prevents the company from doing this for the purposes of this calculation. Therefore, if the company so chooses, it may submit the active life reserve that would have been held for the actual cohort of policies in force on the projection date (12/31/2015) using reserve assumptions without margins for conservatism; i.e., original pricing mortality, original pricing morbidity, original pricing persistency, and average valuation interest rate. If the company decides to do so, this value should be provided separately for pre-stability and post-stability cohorts.

In the next couple of weeks we'll be reviewing all of the pending forms and rates. So, if it's decided to provide the revised active life reserves as noted above, then please do so as soon as possible.

Also, preliminary reviews continue to indicate concerns with some of the policyholder notification letters. The biggest issue continues to be compliance with 14VAC5-100-50 2, included below, although concerns with 14VAC5-200-75 D have been noted and some statements of variability appear to be incomplete.

14VAC5-100-50 2

The full and proper corporate name of the insurer shall prominently appear on the cover sheet of all policies, certificates, riders, endorsements, applications and other forms required to be submitted pursuant to §§ [38.2-316](#) and [38.2-3725](#) of the Code of Virginia. The use of a trade name or the name of an affiliated company on a policy form in such a way that implies that another company is responsible for the obligations undertaken in the policy is prohibited. The inclusion of a logo, trade mark or other symbol in addition to the full corporate name is not prohibited provided such logo, trade mark, or symbol does not imply that a company other than the actual

insurer is responsible for the obligations undertaken in the policy. The home office address of the insurer must prominently appear on each policy. Such address may be limited to a designation of the city and state in which the home office of the company is located.

Unless additional or updated information is received, we'll provide a summary of our reviews of each filing within the next two weeks.

Bob Grissom
Chief Insurance Market Examiner
Market Regulation
Virginia Bureau of Insurance
804-371-9152

From: Kelly, Alison <alison.kelly@metlife.com>
Sent: Thursday, May 16, 2019 4:28 PM
To: Scott White <Scott.White@scc.virginia.gov>
Cc: Bob Grissom <Bob.Grissom@scc.virginia.gov>
Subject: MetLife comments re: VALR for LTCI filings

Dear Commissioner White,

Attached for your consideration, please find a summary prepared by MetLife of the Virginia Bureau's interpretation and application of the NAIC model regulation for Long-Term Care Insurance (LTCI). Specifically, we discuss the Bureau's inclusion of policy reserves in calculating the Virginia anticipated loss ratio and our concerns with this approach. We do not believe this issue is ripe for the upcoming LTCI hearing on May 21, 2019. However, we wanted to share this information as you give thought to next steps on LTCI generally. We welcome a discussion on this topic as well as our pending LTCI filings with you and any members of your team you wish to include. Please let me know if you have any questions and whether you are open to further discussion with us on this matter. Thank you for your time and attention.

Regards,
Alison

Alison Kelly | Assistant Vice President | State Advocacy & Supervision | MetLife
200 Park Avenue, New York, NY 10166 | T. 212-578-7911 | M. 347-334-2261 |
alison.kelly@metlife.com

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EXECUTIVE SUMMARY

The Virginia Bureau of Insurance has adopted the NAIC model regulations for Long Term Care Insurance. Those regulations include the following language:

“In evaluating the expected loss ratio, due consideration shall be given to all relevant factors, including:

...

11. Policy reserves;”

Virginia’s interpretation and application of this language in evaluating applications for inforce rate increases is unique to our knowledge.

The standard for evaluation of rate increases is compliance with the minimum lifetime loss ratio (LLR) which is typically defined as the present value of all past and future claims divided by all past and future premiums. No other parameters are included such as expenses, capital, profits or policy reserves.

Virginia has required carriers calculate and provide a “Virginia anticipated loss ratio” (VALR) which (1) ignores history and depends only on the projected future premium and claims and (2) includes a reduction for the current policy reserves.

Both of these items materially distort the analysis that leads to a non-level playing field amongst carriers and their policyholders. Effectively, carriers with more conservative (higher) reserves will have lower approvals and carriers with more aggressive reserves (lower) will receive higher approvals. This effectively rewards carriers (and punishes consumers) who have the lowest reserves. This practice also incentivizes behavior such as attempts to game reserve allocations or even take on balance sheet risks – neither of which is in anyone’s interest. Virginia’s approach is also highly leveraged because it spreads experience deviations over the policies’ future lifetime, not their entire lifetime.

Using the standard metric of the LLR is the most equitable and transparent method for analyzing rate increases.

NUMERICAL EXAMPLES

- Three companies all used the same original pricing projections and targeted a 60% pricing loss ratio.

	Original Pricing		
	Premium	Claims	PLLR
Past	\$3,400	\$300	60%
Future	<u>\$1,100</u>	<u>\$2,400</u>	
Lifetime	\$4,500	\$2,700	

- These companies now seek a rate increase in Virginia (based on VALR) and other states (based on PLLR).
- Company A reflects actual experience and utilizes projections based on new assumptions.

COMPANY A	Premium	Claims	PLLR	Reserves	VALR	Increase per	
						VALR	PLLR
Past	\$3,500	\$400		\$3,200	92%	54%	67%
Current							
Future	<u>\$1,300</u>	<u>\$4,400</u>					
Lifetime	\$4,800	\$4,800	100%			\$700	\$867

- Company B has experience & projections identical to Company A, but it has 10% lower reserves.

COMPANY B	Premium	Claims	PLLR	Reserves	VALR	Increase per	
						VALR	PLLR
Past	\$3,500	\$400		\$2,880	117%	95%	67%
Current							
Future	<u>\$1,300</u>	<u>\$4,400</u>					
Lifetime	\$4,800	\$4,800	100%			\$1,233	\$867

- Company C has different experience & projections than Company A, but it has an identical PLLR.

COMPANY C	Premium	Claims	PLLR	Reserves	VALR	Increase per	
						VALR	PLLR
Past	\$3,600	\$200		\$3,200	118%	97%	67%
Current							
Future	<u>\$1,100</u>	<u>\$4,500</u>					
Lifetime	\$4,700	\$4,700	100%			\$1,261	\$867

- The PLLR for all companies is identical, resulting in a 67% rate increase in most states. However, even though the reserve difference between company A and company B is small, Virginia's approach gives company B a 95% higher rate increase, much higher than company A. Even though the premium and claim differences between company A and company C are also small, Virginia's approach gives company C a 97% higher rate increase, also much higher than A.

DOCUMENT

When reviewing LTCI rate increase requests on pre-rate-stability business, Virginia has required carriers calculate and provide a “Virginia anticipated loss ratio” (VALR), which presumably helps determine how much rate increase, if any, can be approved. While this metric has some similarities to the projected lifetime loss ratio (PLLR) used in other states, there are significant differences – (1) the VALR depends only on the projected future premium and claims, whereas the PLLR also includes the block’s historical premium and claims, and (2) the VALR metric includes a reduction that varies based on the current policy reserves.

MetLife has concerns with using the VALR instead of the PLLR for LTCI rate increase analysis:

- A) **The PLLR metric is well established and understood.** This metric is used by other states that have adopted statutes and regulations similar to Virginia. Depending on the circumstances, the VALR may be lower or higher than the PLLR. However, using the VALR is concerning because it is different from the approach used by other states, complicating a carrier’s approach to rate increases in a way that does not seem helpful to carriers, Virginia consumers in Virginia, or consumers in other states. Encouraging carriers to request lower or higher rate increases in Virginia than in other states is inappropriate. So is encouraging carriers to request increases in Virginia when they are not requesting increases in other states – or vice versa. Most carriers manage their LTCI blocks on a nationwide basis, but Virginia’s approach forces carriers to make entirely different rate analyses and business decisions for Virginia.
- B) **Using policy reserves in the VALR leads to counterintuitive outcomes.** For instance, when a 60% VALR metric is targeted, every additional \$1 of policy reserves translates into a rate increase that is \$1.67 smaller in present value (and every reduction of \$1 to policy reserves translates into a rate increase that is \$1.67 larger in present value). This creates inequitable treatment and illogical incentives from both a rate increase perspective and a reserving perspective. Virginia’s approach encourages carriers to search for blocks with low policy reserves on which to request rate increases, in order to offset the blocks with higher policy reserves on which Virginia will cut back or reject requests.
- C) **Statutory reserve margins further distort the VALR formula.** Carriers include such margins in base policy reserve assumptions to provide for adverse deviation. As a result, the VALR is expected to go below the pricing loss ratio in the very early policy years even for carriers with no such adverse deviation. By the time rate increases are typically requested, their VALR will have dropped significantly and the margins in their reserves will have grown very large in dollar terms. Thus, the VALR formula is a misleading metric for describing a single carrier’s financial experience over time.
- D) **Virginia’s approach is highly leveraged.** When experience projections evolve and when the impact of reserves, including reserve margins, is considered, the impact on the VALR is usually significantly larger than the impact on the PLLR.

This outcome results directly from Virginia's use of a loss ratio based on future premium and not all lifetime premium

E) Carriers with similar premium and claim experience should not be treated differently by Virginia simply due to differences in current policy reserves.

Using the policy reserves in the VALR is unfair when applied across a broad array of carriers. For instance:

- **Carriers have different policy reserve assumptions based on their unique philosophies.** As an example, regulations for LTCI reserves usually do not explicitly specify the morbidity basis, so valuation actuaries often determine a margin for conservatism that they apply to pricing assumptions. Carriers who hold policy reserves based on aggressive assumptions should not be rewarded with higher rate increase approvals. Because conservative reserves are generally beneficial to consumers, carriers who choose to fund reserves conservatively should not be penalized. These unintended results are not useful.
- **Carriers have policy reserves that are regulated by their state of domicile.** States often dictate specific levels of conservatism for reserve assumptions, so the VALR does not provide a "level playing field" between carriers from different states. Carriers who are required by law to hold a larger policy reserve due to external reserve requirements should not be penalized, and that penalty should not become exponentially larger as the level of conservatism increases. These unintended results are unfair.
- **Carriers combine contracts differently for reserving purposes than for pricing purposes.** Unlike rate increase requests, statutory reserve regulations and appointed actuary opinions generally apply to an entire statutory entity or a specific line of business. While the exact dividing point for contract groupings varies from company to company, rate increase requests are generally applied at a lower level, such as a specific policy form. Virginia mandates a level even lower when requiring carriers to make rate increase requests for pre-rate-stability and post-rate-stability business in separate rate filings. Furthermore, Virginia requests VALR calculations for both the entire nation and for Virginia policyholders, but most reserve analyses and opinions cover all policyholders nationwide.
- **Reserves from asset adequacy testing introduce more concerns.** Many LTCI carriers have established such reserves in addition to base reserves. Since the specific margins required under tested scenarios are mandated by each state of domicile and are also impacted by the appointed actuary's opinion, concerns about base reserves apply to any asset adequacy reserves included in the VALR also. In addition, the level of asset adequacy reserves can depend on the aggregation of multiple lines of business. Also, carriers that establish asset adequacy reserves before requesting a rate increase from Virginia will be unfairly treated versus those that first request the rate increase. Finally, carriers that changing base policy reserve assumptions as a result of asset adequacy concerns would be even further disadvantaged –

since base reserves automatically grow over time – compared to those that establish a separately identifiable asset adequacy reserve.

F) **Experience deviations affect the VALR quite differently than the PLLR; this causes unintended inequities when using the VALR to evaluate rate increase requests.** For LTCI, many assumptions are used and experience deviating from original assumptions will emerge over a long period of time, with the timing of such deviation varying dramatically for different assumptions. Regardless of when the experience deviates or which assumption is affected, the PLLR measures the impact of deviations similarly - in the context of a lifetime loss ratio.

- **The VALR does not treat experience deviations for different assumptions (i.e., claim cost, persistency) similarly.** When lapse and mortality experience emerges worse than assumed, higher policy reserves are held since they automatically increase to reflect the number of inforce lives is greater than expected. On the other hand, unfavorable morbidity developments have a greater impact on future claims than on past claims, and often do not impact base policy reserves at all. Unlike the PLLR, the VALR does not treat these losses similarly.
- **The impact of experience deviations on the VALR also depends on when those deviations are recognized.** As policies mature, experience emerges and carriers revise their assumptions about the future. Since the VALR considers only future premium and claims, assumption revisions recognized later in time generate a larger rate increase percentage. PLLR revisions are less affected by timing, because it considers the entire lifetime of the policies.
- **The combination of many different assumptions that can deviate at many different points in time creates a variety of circumstances that the VALR does not treat reasonably and fairly.** Consider a carrier that initially has favorable lapse experience and unfavorable morbidity, so that these deviations offset from a lifetime (PLLR) perspective. While other states grant no increase, Virginia looks favorably on an increase since the policy reserves are lower than expected. Alternatively, consider a carrier that initially has unfavorable lapse experience and favorable morbidity that offset over the lifetime, but the policy reserves are higher than expected. Should the morbidity later revert to original expectations (or even worse), the high reserves unreasonably limit the Virginia rate increase.
- **Even when actual claim costs do not vary from expected, deviations in lapse and mortality can produce unintended VALR results.** Consider a carrier that initially experiences favorable lapse rates, and thus holds lower policy reserves than expected. Yet the deviation is expected to affect only early policy durations, so the assumed ultimate lapse remains unchanged. If they also have reduced their mortality assumption since pricing in a way that offsets the initial lapse experience over the entire lifetime, their PLLR would remain unchanged. In this situation, most states would reject a rate increase request, but the low current reserves will drive up the VALR and would more likely lead to a Virginia approval.

14VAC5-200-150. Premium Rate Increases for Policies Issued Before October 1, 2003.

A. This section applies to any premium rate increase filed with the commission on or after September 1, 2015, for any long-term care insurance policy issued in this Commonwealth before October 1, 2003.

B. Benefits under long-term care insurance policies shall be deemed reasonable in relation to premiums provided **the expected loss ratio is the greater of 60% or the lifetime loss ratio used in the original pricing applied to the current rate schedule**

plus:

- (i) 80% applied to any premium rate increase for individual policy forms
or
- (ii) 75% applied to any premium rate increase on group policy forms.

In evaluating the expected loss ratio, due consideration shall be given to all relevant factors, including:

1. Statistical credibility of incurred claims experience and earned premiums;
2. The period for which rates are computed to provide coverage;
3. Experienced and projected trends;
4. Concentration of experience within early policy duration;
5. Expected claim fluctuation;
6. Experience refunds, adjustments or dividends;
7. Renewability features;
8. All appropriate expense factors;
9. Interest;
10. Experimental nature of the coverage;
11. **Policy reserves;**

12. Mix of business by risk classification; and

13. Product features such as long elimination periods, high deductibles and high maximum limits.

Notwithstanding the provisions of [14VAC5-130-50](#) with regard to interest, demonstrations of loss ratios shall be made in compliance with the Rules Governing the Filing of Rates for Individual and Certain Group Accident and Sickness Insurance Policy Forms ([14VAC5-130](#)). All present and accumulated values used to determine rate increases, including the lifetime loss ratio used in the original pricing, shall use the maximum valuation interest rate for contract reserves as specified in § [38.2-1371](#) of the Code of Virginia.

14VAC5-130-40. Definitions.

- "Anticipated loss ratio" means the ratio of the present value of the future benefits to the present value of the future premiums of a policy form **over the entire period for which rates are computed to provide coverage.**

From: [Kelly, Alison](#)
To: [Bob Grissom](#)
Cc: [Bill Dismore](#); [Greg Smith](#); [Elsie Andy](#)
Subject: Re: MetLife comments re: VALR for LTCI filings
Date: Friday, July 19, 2019 2:21:10 PM

Hi Bob,

Thank you so much for following up with the write up. I will share it internally and reach out with our response next week. We are very appreciative of the Bureau's continued willingness to work with us on these filings. Enjoy your weekend!

Thanks,
Alison

On Jul 19, 2019, at 2:02 PM, Bob Grissom <Bob.Grissom@scc.virginia.gov> wrote:

Alison, as we discussed this morning, we've completed our review of the attached. Two different consulting actuaries were requested to review the company's arguments and provide their opinions. Both consultants continue to agree with the original analysis that led to this requirement and do not agree with the company's overall argument that any inclusion of policy reserves in the future loss ratio calculation is unreasonable.

To address the issue of conservatism, the company was previously given the opportunity to recalculate the policy reserve, but, unless it's been overlooked, the company declined to do so; presumably on the grounds that they were constrained by New York Life law. While we understand this for reporting purposes, nothing prevents the company from doing this for the purposes of this calculation. Therefore, if the company so chooses, it may submit the active life reserve that would have been held for the actual cohort of policies in force on the projection date (12/31/2015) using reserve assumptions without margins for conservatism; i.e., original pricing mortality, original pricing morbidity, original pricing persistency, and average valuation interest rate. If the company decides to do so, this value should be provided separately for pre-stability and post-stability cohorts. In the next couple of weeks we'll be reviewing all of the pending forms and rates and will let you know what, if any, objections remain. So, if it's decided to provide the revised active life reserves as noted above, please do so as soon as possible.

Also, preliminary reviews continue to indicate concerns with some of the policyholder notification letters. The biggest issue continues to be compliance with 14VAC5-100-50 2, included below, although concerns with 14VAC5-200-75 D have been noted and some statements of variability appear to be incomplete.

14VAC5-100-50 2

The full and proper corporate name of the insurer shall prominently appear on the cover sheet of all policies, certificates, riders, endorsements, applications and other forms required to be submitted pursuant to §§ [38.2-316](#) and [38.2-3725](#) of the Code of Virginia. The use of a trade name or the name of an affiliated company on a policy form in such a way that implies that another company is responsible for the obligations undertaken in the policy is prohibited. The inclusion of a logo, trade mark or other symbol in addition to the full corporate name is not prohibited provided such logo, trade mark, or symbol does not imply that a company other than the actual insurer is responsible for the obligations undertaken in the policy. The home office address of the insurer must prominently appear on each policy. Such address may be limited to a designation of the city and state in which the home office of the company is located.

Unless additional or updated information is received, we'll provide a summary of our reviews of each filing within the next two weeks.

Bob Grissom
Chief Insurance Market Examiner
Market Regulation
Virginia Bureau of Insurance
804-371-9152

From: Kelly, Alison <alison.kelly@metlife.com>
Sent: Thursday, May 16, 2019 4:28 PM
To: Scott White <Scott.White@scc.virginia.gov>
Cc: Bob Grissom <Bob.Grissom@scc.virginia.gov>
Subject: MetLife comments re: VALR for LTCL filings

Dear Commissioner White,

Attached for your consideration, please find a summary prepared by MetLife of the Virginia Bureau's interpretation and application of the NAIC model regulation for Long-Term Care Insurance (LTCL). Specifically, we discuss the Bureau's inclusion of policy reserves in calculating the Virginia anticipated loss ratio and our concerns with this approach. We do not believe this issue is ripe for the upcoming LTCL hearing on May 21, 2019. However, we wanted to share this information as you give thought to next steps on LTCL generally. We welcome a discussion on this topic as well as our pending LTCL filings with you and any members of your team you wish to include. Please let me know if you have any questions and whether you are open to further discussion with us on this matter. Thank you for your time and attention.

Regards,

Alison

Alison Kelly | Assistant Vice President | State Advocacy & Supervision |
MetLife
200 Park Avenue, New York, NY 10166 | T. 212-578-7911 | M. 347-334-2261 |
alison.kelly@metlife.com

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<MetLife comments regarding VALR.pdf.attachctrl>

State Tracking #: META-130649719

Company Tracking #: CT14-76 (PRE-RATE) (RESUB1)
RW

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Reviewer Note

Created By:

Bill Dismore on 04/06/2018 12:36 PM

Last Edited By:

Bill Dismore

Submitted On:

11/21/2019 12:32 PM

Subject:

RRS

Comments:

Please find attached the Rate Request Summary - Part 1.

Long Term Care Insurance Rate Request Summary
Part 1 – To Be Completed By Company

Reset Form

Company Name and NAIC Number:	Metropolitan Life Insurance Company - 65978
SERFF Tracking Number:	META-130649719
Effective Date:	On Approval

Revised Rates

Average Annual Premium Per Member:	\$ 1083
Average Requested Percentage Rate Change Per Member:	39
Minimum Requested Percentage Rate Change Per Member:	39
Maximum Requested Percentage Rate Change Per Member:	39
Number of Policy Holders Affected :	665

Plans Affected

(The Form Number and “Product Name”)

Form#	“Product Name”(if applicable)
GPNP99-LTC G.LTC2798	Group Long Term Care

Attach a brief narrative to summarize the key information used to develop the rates including the main drivers for the revised rates.

This document is intended to help explain the rate filing and it is only a summary of the company’s request. It is not intended to describe or include all factors or information considered in the review process. For more detailed information, please refer to the complete filing.

Rate Increase Narrative

Over time, evidence emerged that LTC insurance certificateholders keep their certificates longer, collect their benefits earlier and use their benefits longer than we originally anticipated. As a result, actuarial pricing assumptions were changed to reflect new expectations – such as a larger number of claims and claims that lasted longer than initially expected. To update those premiums that were still based on outdated assumptions, many insurance companies requested increases to their LTC insurance premiums. These pricing challenges impacted the overall industry and were not unique to any one Company.

The Metropolitan Life Insurance Company (the Company) requested a 39% increase on this block of group long-term care insurance forms. As the forms were issued in Virginia from 1998 through 9/30/2003, the experience was reviewed based on the rules in effect at the time of issue. For policies issued prior to October 1, 2003, they were reviewed according to the requirements of 14VAC5-200-150 (pre-rate stability).

The Bureau of Insurance's (the Bureau) consulting actuary reviewed the filing and indicated that the rate increase will result in future and lifetime loss ratios more than the original target for the pre-rate stability block. Therefore, the company was advised that the Bureau would approve the rate increase for the pre-rate stability block but reduce the requested increase from 45% to 39% for compliance with the applicable regulations. The Company modified the filing accordingly.

This increase will impact approximately 343 insureds in Virginia and the Company advised that they do not intend to increase rates further on this block unless the actual experience is worse than projected. The primary reasons for the rate increase are that policyholders are living longer and keeping their policies in force longer, which has resulted in more claims being filed than the Company anticipated when the policy was originally priced. The Company determined that a premium increase is necessary to reflect that future claims are expected to be significantly higher on these policies than originally expected or priced and to ensure that sufficient funds are available to pay claims.

The Company is offering all policyholders options to reduce the premium increase by reducing their coverage. These reductions could be in the form of lower daily benefits, a shorter benefit period, a longer elimination period, the termination of riders or any combination of these reductions, or a paid-up policy equal to the sum of premiums paid. Specific options are included in the letter sent to all policyholders notifying them of the rate increase or can be discussed with the company by calling its customer service department.

The filing can be reviewed on the Bureau's webpage under the Rate/Policy Form Search at:
<http://www.scc.virginia.gov/boi/SERFFInquiry/default.asp>.

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Post Submission Update Request Processed On 12/01/2017

Status: Allowed
Created By: Robert Waldron
Processed By: Janet Houser
Comments:

Company Rate Information:

Company Name:Metropolitan Life Insurance Company

Field Name	Requested Change	Prior Value
Written Premium Change for this Program	\$177544	\$4811
Number of Policy Holders Affected for this Program	343	12
Written Premium for this Program	\$394541	\$10691

State: Virginia **Filing Company:** Metropolitan Life Insurance Company
TOI/Sub-TOI: LTC03G Group Long Term Care/LTC03G.001 Qualified
Product Name: Group Long-Term Care Insurance Premium Rate Schedule Increase Filing
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Post Submission Update Request Processed On 02/28/2019

Status: Allowed
Created By: Robert Waldron
Processed By: Bill Dismore
Comments:

Company Rate Information:

Company Name:Metropolitan Life Insurance Company

Field Name	Requested Change	Prior Value
Overall % Indicated Change	39.000%	45.000%
Overall % Rate Impact	39.000%	45.000%
Written Premium Change for this Program	\$280996	\$177544
Number of Policy Holders Affected for this Program	665	343
Written Premium for this Program	\$720501	\$394541
Maximum %Change (where required)	39.000%	45.000%
Minimum %Change (where required)	39.000%	45.000%

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Form Schedule

Lead Form Number: G.LCUL								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved 11/21/2019	Endorsement	G.LCUL	CERA	Initial		50.000	G-LCUL.pdf
2	Approved 11/21/2019	Endorsement	G.LCUL-1	CERA	Initial		50.000	G-LCUL-1 (Lower NF) (8-16-11).pdf
3	Approved 11/21/2019	Endorsement	G.LCUL-2	CERA	Initial		50.000	G-LCUL-2 (Choice) (8-16-11).pdf
4	Filed 11/21/2019	VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD	PH-LTR-GRP-VA	CERA	Initial		44.000	VA Group Cert Letter 45 FINAL 1-2019_NEEDS LD.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NAP	Network Access Plan
NOC	Notice of Coverage	OTH	Other
OUT	Outline of Coverage	PJK	Policy Jacket
POL	Policy/Contract/Fraternal Certificate	POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider
PRC	Provider Contract/Provider Addendum/Provider Leading Agreement	PRD	Provider Directory

METROPOLITAN LIFE INSURANCE COMPANY
[New York, N.Y.]

LIMITED COVERAGE UPON LAPSE FOLLOWING CONTRIBUTION INCREASE ENDORSEMENT

DEFINITIONS

For purposes of this Endorsement, the following definitions apply.

Election Period means the period of time that begins on the date We provide You with written notification of the Contribution Increase and ends 120 days following the first due date of the Contribution Increase.

Lapse means the termination of Your Coverage due to nonpayment of Contribution or written cancellation.

Contribution Increase means the increase in Your Contribution as a result of the premium rate schedule increase implemented by Us following any required regulatory approval. The term Contribution Increase does not include an increase in premium or in Your Contribution due to:

- an increase in Your Benefits under the terms of Your Coverage;
- a change in Your Coverage made at Your request;
- a change in Your payment arrangements; or
- the end or reduction of any applicable discount.

Nonforfeiture Feature means any of the following, if applicable to Your Coverage, that provide for reduced or limited coverage in the event that Your Coverage Lapses: a Certificate provision; this Endorsement; or a Rider.

LAPSE DURING ELECTION PERIOD

This Endorsement has been issued to You because Your Coverage Lapsed during the Election Period. Due to the Lapse of Your Coverage during the Election Period, Your Coverage is converted to paid-up status, effective as of the date of Lapse, as described below.

If You are Eligible for Contingent Benefit Upon Lapse

This Endorsement pays the same Benefits that would be payable if You are eligible for and meet the requirements for payment of Benefits under the Contingent Benefit Upon Lapse Nonforfeiture Feature ("CBUL"). We will not pay Benefits under both CBUL and this Endorsement. Since the Benefits payable are the same under both CBUL and this Endorsement, We will pay Benefits under this Endorsement and You will not be eligible for payment of Benefits under CBUL.

PAID-UP STATUS

We will pay the same Benefits that were in effect under Your Coverage immediately prior to the date it was converted to paid-up status, except as described below:

- Your Total Lifetime Benefit will be the greater of:
 - the sum of all paid and waived Contributions; or
 - 30 times the Nursing Home Daily Benefit Amount in effect immediately prior to Lapse;

- You will not be eligible for the Transition Expense Benefit, if that Benefit is included in Your Coverage;
- You will not be able to receive a return of any Contributions under the Return of Contribution provision if that provision is included in Your Coverage; and
- No further Contributions will be due, You may no longer change Your Benefit amounts and You will no longer receive increases under any inflation coverage option that is part of Your Coverage.

The total Benefits that We will pay after Your Coverage is converted to paid-up status will not exceed the remaining Total Lifetime Benefit in effect immediately prior to Lapse.

EFFECTIVE DATE OF THIS ENDORSEMENT

This Endorsement takes effect on the Endorsement Effective Date as shown below.

TERMINATION OF THIS ENDORSEMENT

If Your Coverage ends for any reason other than Lapse following Contribution Increase, this Endorsement will end when Your Coverage ends.

If You reinstate Your Coverage after this Endorsement has gone into effect (in accordance with the reinstatement provisions of Your Certificate), this Endorsement will end on the date Coverage under Your Certificate is reinstated.

We will not provide Coverage following Lapse under this Endorsement and another Nonforfeiture Feature.

This Endorsement will not take effect if Your Coverage does not Lapse during the Election Period.

In all other respects, the provisions and conditions of Your Certificate remain the same. This Endorsement is subject to the terms and provisions of Your Certificate. It is to be attached to and made a part of Your Certificate.

[



Christine M. DeBiase
Vice President & Secretary]

Endorsement Effective Date: [insert date of Lapse]

METROPOLITAN LIFE INSURANCE COMPANY
[New York, N.Y.]

LIMITED COVERAGE UPON LAPSE FOLLOWING CONTRIBUTION INCREASE ENDORSEMENT

DEFINITIONS

For purposes of this Endorsement, the following definitions apply.

Election Period means the period of time that begins on the date We provide You with written notification of the Contribution Increase and ends 120 days following the first due date of the Contribution Increase.

Lapse means the termination of Your Coverage due to nonpayment of Contribution or written cancellation.

Contribution Increase means the increase in Your Contribution as a result of the premium rate schedule increase implemented by Us following any required regulatory approval. The term Contribution Increase does not include an increase in premium or in Your Contribution due to:

- an increase in Your Benefits under the terms of Your Coverage;
- a change in Your Coverage made at Your request;
- a change in Your payment arrangements; or
- the end or reduction of any applicable discount.

Nonforfeiture Feature means any of the following, if applicable to Your Coverage, that provide for reduced or limited coverage in the event that Your Coverage Lapses: a Certificate provision; this Endorsement; or a Rider.

LAPSE DURING ELECTION PERIOD

This Endorsement has been issued to You because:

- Your Coverage included a Nonforfeiture Feature;
- Your Coverage Lapsed during the Election Period; and
- Your Benefits under the Nonforfeiture Feature included in Your Coverage would be less than the Benefits provided by this Endorsement.

As a result of your Coverage under this Endorsement, the Nonforfeiture Feature included in Your Coverage no longer applies.

Due to the Lapse of Your Coverage during the Election Period, Your Coverage is converted to paid-up status, effective as of the date of Lapse, as described below.

PAID-UP STATUS

We will pay the same Benefits that were in effect under Your Coverage immediately prior to the date it was converted to paid-up status, except as described below:

- Your Total Lifetime Benefit will be the greater of:
 - the sum of all paid and waived Contributions; or
 - 30 times the Nursing Home Daily Benefit Amount in effect immediately prior to Lapse;

- You will not be eligible for the Transition Expense Benefit if that Benefit is included in Your Coverage;
- You will not be able to receive a return of any Contributions under the Return of Contribution provision if that provision is included in Your Coverage; and
- No further Contributions will be due, You may no longer change Your Benefit amounts and You will no longer receive increases under any inflation coverage option that is part of Your Coverage.

The total Benefits that We will pay after Your Coverage is converted to paid-up status will not exceed the remaining Total Lifetime Benefit in effect immediately prior to Lapse.

EFFECTIVE DATE OF THIS ENDORSEMENT

This Endorsement takes effect on the Endorsement Effective Date as shown below.

TERMINATION OF THIS ENDORSEMENT

If Your Coverage ends for any reason other than Lapse following Contribution Increase, this Endorsement will end when Your Coverage ends.

If You reinstate Your Coverage after this Endorsement has gone into effect (in accordance with the reinstatement provisions of Your Certificate), this Endorsement will end on the date Coverage under Your Certificate is reinstated.

We will not provide Coverage following Lapse under this Endorsement and another Nonforfeiture Feature.

This Endorsement will not take effect if Your Coverage does not Lapse during the Election Period.

In all other respects, the provisions and conditions of Your Certificate remain the same. This Endorsement is subject to the terms and provisions of Your Certificate. It is to be attached to and made a part of Your Certificate.

[



Christine M. DeBiase
Vice President & Secretary]

Endorsement Effective Date: [insert date of Lapse]

METROPOLITAN LIFE INSURANCE COMPANY
[New York, N.Y.]

LIMITED COVERAGE UPON LAPSE FOLLOWING CONTRIBUTION INCREASE ENDORSEMENT

DEFINITIONS

For purposes of this Endorsement, the following definitions apply.

Election Period means the period of time that begins on the date We provide You with written notification of the Contribution Increase and ends 120 days following the first due date of the Contribution Increase.

Lapse means the termination of Your Coverage due to nonpayment of Contribution or written cancellation.

Contribution Increase means the increase in Your Contribution as a result of the premium rate schedule increase implemented by Us following any required regulatory approval. The term Contribution Increase does not include an increase in premium or in Your Contribution due to:

- an increase in Your Benefits under the terms of Your Coverage;
- a change in Your Coverage made at Your request;
- a change in Your payment arrangements; or
- the end or reduction of any applicable discount.

Nonforfeiture Feature means any of the following, if applicable to Your Coverage, that provide for reduced or limited coverage in the event that Your Coverage Lapses: a Certificate provision; this Endorsement; or a Rider.

LAPSE DURING ELECTION PERIOD

This Endorsement has been issued to You because:

- Your Coverage included a Nonforfeiture Feature;
- Your Coverage Lapsed during the Election Period; and
- You elected to receive Coverage under this Endorsement instead of the Nonforfeiture Feature included in Your Coverage.

As a result of your election of Coverage under this Endorsement, the Nonforfeiture Feature included in Your Coverage no longer applies.

Due to the Lapse of Your Coverage during the Election Period, Your Coverage is converted to paid-up status, effective as of the date of Lapse, as described below.

PAID-UP STATUS

We will pay the same Benefits that were in effect under Your Coverage immediately prior to the date it was converted to paid-up status, except as described below:

- Your Total Lifetime Benefit will be the greater of:
 - the sum of all paid and waived Contributions; or
 - 30 times the Nursing Home Daily Benefit Amount in effect immediately prior to Lapse;
- You will not be eligible for the Transition Expense Benefit if that Benefit is included in Your Coverage;
- You will not be able to receive a return of any Contributions under the Return of Contribution provision if that provision is included in Your Coverage; and
- No further Contributions will be due, You may no longer change Your Benefit amounts and You will no longer receive increases under any inflation coverage option that is part of Your Coverage.

The total Benefits that We will pay after Your Coverage is converted to paid-up status will not exceed the remaining Total Lifetime Benefit in effect immediately prior to Lapse.

EFFECTIVE DATE OF THIS ENDORSEMENT

This Endorsement takes effect on the Endorsement Effective Date as shown below.

TERMINATION OF THIS ENDORSEMENT

If Your Coverage ends for any reason other than Lapse following Contribution Increase, this Endorsement will end when Your Coverage ends.

If You reinstate Your Coverage after this Endorsement has gone into effect (in accordance with the reinstatement provisions of Your Certificate), this Endorsement will end on the date Coverage under Your Certificate is reinstated.

We will not provide Coverage following Lapse under this Endorsement and another Nonforfeiture Feature.

This Endorsement will not take effect if Your Coverage does not Lapse during the Election Period.

In all other respects, the provisions and conditions of Your Certificate remain the same. This Endorsement is subject to the terms and provisions of Your Certificate. It is to be attached to and made a part of Your Certificate.

[



Christine M. DeBiase
Vice President & Secretary]

Endorsement Effective Date: [insert date of Lapse]



Metropolitan Life Insurance Company
Long-Term Care
[PO Box 990028, Hartford, CT 06199-0028]

[Date of Letter]

[First Name][Last Name]
[Address]
[Address2]
[City, State Zip]

Group Name: [Group Name]
Group No.: [Group No.]

Re: Notice of Long-Term Care Insurance Premium Increase

Dear [First Name][Last Name]:

When you purchased your long-term care insurance certificate from Metropolitan Life Insurance Company ("MetLife"), you made a responsible decision to protect yourself and your family from the potential cost of needing long term care, which can be significant. Part of our commitment to you as our customer is to pay future benefits under your policy in the event you become eligible to receive them, and that the policies are priced at an appropriate level.

[Insert this paragraph for insureds who ARE NOT on premium waiver:]

This letter is to inform you that we are implementing a [XX%] premium (contribution) increase on your long-term care insurance certificate scheduled to take place on [Date], ("Effective Date of Increase"). Please read below for information about your current and increased premium amounts, as well as options that may be available to you to lessen the impact of the rate increase. **If you choose to maintain your current coverage at the increased premium, you need not take any action at this time.**

[Insert this paragraph for insureds who ARE on premium waiver:]

This letter is to inform you that we are implementing a [XX%] premium (contribution) increase on your long-term care insurance certificate. While the increase is scheduled to take place on [Date], ("Effective Date of Increase"), your premium is currently being waived under the Waiver of Contributions provision in your certificate. As a result, there will be no impact to your premium unless your obligation to make premium payments resumes per the terms of the Waiver of Contributions provision. Please read below for information about your current and increased premium amounts, as well as options that may be available to you to lessen the impact of the rate increase. **If you choose to maintain your current coverage at the increased premium, you need not take any action at this time.**

The increase impacts a broad group of certificateholders and is not based on any individual's personal factors such as age, health status or claims history. We understand how important your long-term care insurance coverage is to your personal financial plan. The decision to implement a premium increase was a difficult one and not taken lightly and was driven by changes to actuarial assumptions since the initial pricing. [Over time, our pricing factors turned out to be much different from those used to price these policies. Some of these factors include

persistence (how many policyholders keep their policies), morbidity (the number of policyholders who become chronically ill) and mortality (how long policyholders live). As a result, actuarial pricing assumptions were changed to reflect new expectations such as a larger number of claims and claims that lasted longer than initially expected.]

The rate increase request was reviewed by the Virginia State Corporation Commission and was found to be compliant with applicable Virginia laws and regulations addressing long-term care insurance. All premium rate filings are available for public inspection and may be accessed online through the Virginia State Corporation Commission's webpage at www.scc.virginia.gov/BOI.

It is important that you be aware that, as explained in the Guaranteed Renewability statement in your certificate, and subject to any applicable regulatory approval, **WE RESERVE THE RIGHT TO INCREASE RATES IN THE FUTURE, SUBJECT TO APPLICABLE LAW.** In the event of future rate increases, similar options may be available; however, decreases in coverage can be made at any time, per the provisions of your certificate.

[Please note that because the percentage approved is less than what we requested, it is likely that we will request an additional increase, and if that increase were approved, we would implement the additional increase no sooner than one year from the date indicated below. Note that any future increase would first be subject to the review and approval of the Virginia State Corporation Commission.]

Your current and increased premium amounts

[Insert for insureds who ARE NOT on premium waiver:]

The premium amount for your long-term care insurance coverage is scheduled to increase as indicated below on the Effective Date of Increase. Please note that the information regarding your current coverage provided in this letter may not reflect any recent coverage changes that have occurred or are scheduled to occur. In addition, it is important to note that depending on the date your coverage is currently paid through, you may receive an interim direct bill that reflects the difference in the increased amount owed and the amount that was paid prior to this announcement. The interim bill may be applicable to all bill modes and frequencies.

Current Premium Amount

[\$0.00]/[mode]

Increased Premium Amount beginning on the EFFECTIVE DATE OF INCREASE

[\$0.00]/[mode]

[Insert for insureds who ARE on premium waiver:]

Your obligation to make premium payments resumes per the terms of the Waiver of Contributions provision in your certificate. Prior to the effective date of the increase, your premium rate increase will not take effect until the effective date of the increase. If your obligation to make premium payments resumes after the effective date of the increase, you will be responsible for the increased premium rate at that time. Please note that the information regarding your current coverage provided in this letter may not reflect any recent coverage changes that have occurred or are scheduled to occur.

Current Premium Amount

[\$0.00]/[mode]

Increased Premium Amount

[\$0.00]/[mode]

Options to consider

1. **Continue your current coverage by paying the increased premium amount when due**
No action is required by you.

[A. Insert for insureds who are provided decrease options:]

2. **Reduce your coverage**

We are providing you with an opportunity to modify your coverage to reduce the impact of the increased premium:

[A1.] [Insert this paragraph for insureds who have the option to reduce their DBA:] Reduce your Nursing Home [Monthly] [Daily] Benefit Amount from [\$Current DBA] to [\$Reduced DBA]. This will bring you to a revised premium of [\$New Premium1]/[mode]. Please be aware that reducing your Nursing Home Daily Benefit will impact your Total Lifetime Benefit as well as the level of benefits you are eligible to receive for other services covered under your certificate, such as Home Care and Care in an Assisted Living Facility.

[A2.] [Insert this paragraph for insureds who have the option to reduce their TLB:] Reduce your Total Lifetime Benefit by adjusting your benefit duration from [Current years/days] to [Reduced years/days]. This will bring you to a revised premium of [\$New Premium2]/[mode]. Please be aware that reducing your benefit duration will impact the overall amount your plan will pay for covered services.

If you wish to discuss other possible coverage decrease options, please call our customer service team at [1-800-438-6388]. Please note that all options available to the policyholder may not be of equal value.

[B. Insert for insureds who are NOT provided decrease options:]

2. **Call our customer service team to explore possible options**

Please be aware that in some situations—for example, if your coverage is already at the lowest available level—you will not be able to decrease your coverage. If you wish to discuss possible options, please call our customer service team at [1-800-438-6388].

3. **End your coverage**

[A. Insert for insureds with no nonforfeiture feature (applies to insureds with CBUL):]

If your coverage lapses due to cancellation or nonpayment of premium at any time between the date of this letter and 120 days from the effective date of the rate increase, you will be issued a Limited Coverage Upon Lapse Following Premium Increase Endorsement (“LCUL”), which provides limited coverage as described below. *(Please note that this limited coverage does not provide the same level of coverage you currently have.)* Under LCUL, your Total Lifetime Benefit will be the greater of: the sum of all premiums paid and waived prior to lapse **or** 30 times the Nursing Home Daily Benefit Amount in effect immediately prior to your date of lapse. However, please note that the reduced Total Lifetime Benefit payable under LCUL will not exceed the remaining Total Lifetime Benefit in effect immediately prior to your date of lapse. Once LCUL goes into effect, your certificate will be considered “paid-up” with no further premiums due, and you will no longer receive increases under any inflation option.

Note: For certificateholders who are eligible for, and meet the requirements for payment of, benefits under the Contingent Benefit Upon Lapse Nonforfeiture Feature (“CBUL”) as a result of this rate increase, we will instead provide coverage under LCUL, which provides a benefit that is equal to the benefit payable under CBUL. We will not pay benefits under both CBUL and LCUL.

[B. Insert for insureds with nonforfeiture feature that will pay benefits less than those of LCUL:]

If your coverage lapses due to cancellation or nonpayment of premium at any time between the date of this letter and 120 days from the effective date of the rate increase, you will be issued a Limited Coverage Upon Lapse Following Premium Increase Endorsement ("LCUL"), which provides limited coverage as described below. *(Please note that this limited coverage does not provide the same level of coverage you currently have.)* Under LCUL, your Total Lifetime Benefit will be the greater of: the sum of all premiums paid and waived prior to lapse; **or** 30 times the Nursing Home Daily Benefit Amount in effect immediately prior to your date of lapse. However, please note that the reduced Total Lifetime Benefit payable under LCUL will not exceed the remaining Total Lifetime Benefit in effect immediately prior to your date of lapse. Once LCUL goes into effect, your certificate will be considered "paid-up" with no further premiums due, and you will no longer receive increases under any inflation option.

Our records indicate your certificate currently includes a nonforfeiture coverage provision. However, the amount of coverage available under the nonforfeiture coverage provision included in your certificate in the event of lapse is less than what would be provided under LCUL. If you lapse at any time between the date of this letter and 120 days from the effective date of the rate increase, we will provide nonforfeiture coverage under LCUL instead of the nonforfeiture coverage feature included in your certificate since LCUL will provide a greater benefit. We will not pay benefits under both LCUL and the nonforfeiture coverage provision included in your coverage.

[C. Insert for insureds who will be provided a choice between their current nonforfeiture feature and LCUL:]

Our records indicate your certificate includes a nonforfeiture coverage provision that provides for reduced or limited coverage in the event that your certificate lapses due to cancellation or nonpayment of premium. Please refer to your certificate for additional information. If your coverage lapses, you are eligible for the limited coverage as described in your certificate.

Alternatively, if your coverage lapses at any time between the date of this letter and 120 days from the effective date of the rate increase, you may elect in writing to receive limited coverage under a Limited Coverage Upon Lapse Following Premium Increase Endorsement ("LCUL") **instead of** the nonforfeiture coverage provision included in your certificate. *(Please note that both LCUL and the nonforfeiture coverage provision in your certificate provide limited coverage and do not provide the same level of coverage you currently have.)* Under LCUL, your Total Lifetime Benefit will be the greater of: the sum of all premiums paid and waived prior to lapse; **or** 30 times the Nursing Home Daily Benefit Amount in effect immediately prior to your date of lapse. However, please note that the reduced Total Lifetime Benefit payable under LCUL will not exceed the remaining Total Lifetime Benefit in effect immediately prior to your date of lapse. Once LCUL goes into effect, your certificate will be considered "paid-up" with no further premiums due, and you will no longer receive increases under any inflation option.

If your coverage lapses at any time between the date of this letter and 120 days from the effective date of the rate increase, we are providing you a choice between the nonforfeiture coverage provision included in your certificate and LCUL because the benefits you would receive under the nonforfeiture coverage provision included in your certificate are different than those you would receive under LCUL. We will not pay benefits under both LCUL and the nonforfeiture coverage provision included in your certificate.

If your coverage lapses at any time between the date of this letter and 120 days from the effective date of the rate increase, and we do **not** receive a written election from you for LCUL after your lapse but before the end of the 120-day period, we will automatically provide coverage under the nonforfeiture coverage provision included in your certificate and LCUL will no longer be available as an option.

[D. Insert for insureds with a nonforfeiture value that is greater than or equal to the value of LCUL:]

Our records indicate your certificate includes a nonforfeiture coverage provision that provides for reduced or limited coverage in the event that your coverage lapses due to cancellation or nonpayment of premium. Please refer to your certificate for additional information. *(Please note that this limited coverage does not provide the same level of coverage you currently have.)*

[E. Insert for insureds with paid-up coverage with a layer of non-paid up coverage:]

Our records indicate you are making premium payments on only a portion of your coverage and that the remainder of your coverage is fully paid-up. In the event you stop making premium payments or notify MetLife you do not wish to maintain the portion of your coverage that is not fully paid up, you will retain the portion of your coverage that is fully paid-up. In this case, the portion of your coverage on which you are making premium payments will end. Please be aware that the portion of your coverage that is paid-up is **not** subject to the premium increase.

You may call the customer service team at [1-800-438-6388] between the hours of [8:00 a.m. and 8:00 p.m.] Eastern Time, Monday through Friday, to discuss your options in more detail.

[Insert this section if an inflation offer either coincides with or occurs within [x] months of the insured's effective date of their rate increase:]

Please note that if your certificate includes an Optional Inflation Increase provision and you are eligible to receive an offer, you will receive a separate communication regarding this offer at the appropriate time.

Next Steps

We have enclosed information to help you with this process.

- If you choose to maintain your current coverage at the increased premium, you do not need to take any action at this time. Simply pay your increased premium when it becomes due.

If you choose to decrease or cancel your coverage, please complete the enclosed Coverage Change / Cancellation Form and return it in the enclosed postage-paid envelope. If you are making a coverage change, we will need to receive your completed form by [Coverage Change Receipt Date] to ensure that any coverage changes take effect on the Effective Date of Increase. Please be advised that under the terms of your certificate, you may make decreases to your coverage at any time. No response is required if you are not making any changes.

Please note that all options available to the certificateholder may not be of equal value.

[Insert next sentence only for insureds with End Your Coverage options A or B:]

- While you are entitled to receive limited coverage under LCUL if your coverage lapses due to cancellation or nonpayment of premium at any time between the date of this letter and 120 days from the effective date of the rate increase, we will still need to receive your completed Coverage Change / Cancellation Form by [Coverage Change Receipt Date] if you wish to ensure that your cancellation is processed before the Effective Date of Increase.

[Insert next sentence only for insureds with End Your Coverage option C:]

- While you are entitled to receive limited coverage under LCUL if you elect LCUL in writing and if your coverage lapses due to cancellation or nonpayment of premium at any time between the date of this letter and 120 days from the effective date of the rate increase, or under the nonforfeiture coverage provision included in your certificate today, we will still need to receive your completed Coverage Change / Cancellation Form by [Coverage Change Receipt Date] if you wish to ensure that your cancellation is processed before the Effective Date of Increase.

Please note that any changes in your coverage that cause your premium to increase that take effect between now and the Effective Date of Increase will be calculated at the **increased** rates. Prior to being billed for a rate increase, you will receive a confirmation of your new premium in a separate mailing and have a right to request this premium rate schedule at any time. We want to thank you for choosing to plan for your future long-term care insurance needs.

Sincerely,

[



]

[Thomas G. Reilly
Assistant Vice President, Product Management & Compliance]

[Encl: Coverage Change / Cancellation Form
Business Reply Envelope]

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Rate Information

Rate data applies to filing.

Filing Method:	SERFF
Rate Change Type:	Increase
Overall Percentage of Last Rate Revision:	%
Effective Date of Last Rate Revision:	
Filing Method of Last Filing:	N/A
SERFF Tracking Number of Last Filing:	

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Metropolitan Life Insurance Company	39.000%	39.000%	\$280,996	665	\$720,501	39.000%	39.000%

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Rate/Rule Schedule

Item No.	Schedule Item Status	Document Name	Affected Form Numbers (Separated with commas)	Rate Action	Rate Action Information	Attachments
1		VA_Group_Rates_with_39%Increase	GPNP99-LTC, G.LTC2798	Revised	Previous State Filing Number: META-127362661 Percent Rate Change Request: 39	VA_Group_Rates_Generic_CURRENT.pdf, VA_Group_Rates_Generic_CURRENT_Rates.pdf, VA_Group_Rates_with_39%Increase.pdf,

Group Long-Term Care Insurance Nursing Home Benefits

Monthly Premium Rates per \$100 Daily Benefits

ORIGINAL with no increase applied

Plans with Optional Inflation Feature				
MAX YRS	2	2	10	10
WP DAYS	10	180	10	180
Age:				
30	\$1.25	\$0.94	\$2.31	\$1.81
31	1.37	1.03	2.52	1.97
32	1.49	1.12	2.75	2.15
33	1.63	1.23	3.00	2.35
34	1.79	1.34	3.27	2.56
35	1.95	1.47	3.57	2.79
36	2.14	1.60	3.90	3.04
37	2.34	1.75	4.25	3.32
38	2.56	1.91	4.64	3.62
39	2.79	2.09	5.06	3.95
40	3.06	2.29	5.53	4.30
41	3.33	2.49	6.00	4.67
42	3.63	2.71	6.52	5.07
43	3.95	2.95	7.09	5.50
44	4.30	3.22	7.70	5.97
45	4.69	3.50	8.36	6.48
46	5.10	3.81	9.08	7.03
47	5.56	4.15	9.87	7.63
48	6.06	4.52	10.72	8.28
49	6.60	4.92	11.65	8.99
50	7.19	5.36	12.65	9.75
51	7.92	5.90	13.89	10.69
52	8.72	6.50	15.25	11.72
53	9.60	7.16	16.75	12.86
54	10.58	7.88	18.38	14.10
55	11.66	8.68	20.18	15.46
56	12.84	9.56	22.16	16.95
57	14.14	10.53	24.33	18.58
58	15.58	11.59	26.71	20.38
59	17.16	12.77	29.32	22.34
60	18.91	14.06	32.19	24.50
61	20.93	15.56	35.50	26.98
62	23.18	17.22	39.16	29.71
63	25.66	19.05	43.19	32.71
64	28.41	21.08	47.63	36.03
65	31.46	23.33	52.54	39.67
66	34.72	25.73	57.79	43.57
67	38.32	28.37	63.57	47.85
68	42.30	31.28	69.93	52.54
69	46.68	34.50	76.92	57.70
70	51.52	38.04	84.62	63.37
71	56.72	41.83	92.86	69.42
72	62.44	45.99	101.92	76.04
73	68.73	50.57	111.85	83.30
74	75.66	55.61	122.75	91.26
75	83.29	61.15	134.72	99.97
76	91.24	66.91	147.13	108.97
77	99.95	73.22	160.68	118.78
78	109.48	80.12	175.48	129.47
79	119.93	87.67	191.64	141.12
80	131.37	95.94	209.30	153.83
81	141.60	103.05	224.88	164.72
82	152.61	110.69	241.61	176.39
83	164.48	118.90	259.60	188.88
84	177.28	127.72	278.92	202.26
85	191.07	137.18	299.68	216.59
86	205.94	147.36	321.99	231.93
87	221.96	158.28	345.95	248.35
88	239.23	170.02	371.70	265.94
89	257.84	182.62	399.37	284.78
90	277.90	196.16	429.09	304.95

Plans with Automatic Inflation Protection Feature				
MAX YRS	2	2	10	10
WP DAYS	10	180	10	180
Age:				
30	\$8.13	\$6.23	\$15.03	\$11.85
31	8.59	6.58	15.87	12.50
32	9.08	6.95	16.75	13.20
33	9.59	7.35	17.68	13.93
34	10.13	7.76	18.67	14.70
35	10.71	8.20	19.71	15.51
36	11.31	8.66	20.81	16.37
37	11.95	9.15	21.96	17.28
38	12.63	9.66	23.19	18.24
39	13.34	10.21	24.48	19.25
40	14.09	10.78	25.84	20.31
41	14.89	11.39	27.27	21.42
42	15.73	12.04	28.77	22.59
43	16.62	12.71	30.35	23.83
44	17.56	13.43	32.03	25.13
45	18.56	14.19	33.79	26.50
46	19.61	14.99	35.66	27.95
47	20.72	15.83	37.62	29.47
48	21.89	16.73	39.70	31.08
49	23.12	17.67	41.89	32.78
50	24.43	18.67	44.20	34.57
51	25.98	19.84	46.90	36.65
52	27.62	21.09	49.77	38.87
53	29.36	22.42	52.81	41.21
54	31.22	23.83	56.04	43.70
55	33.19	25.33	59.46	46.34
56	35.29	26.93	63.10	49.14
57	37.52	28.62	66.96	52.10
58	39.89	30.42	71.05	55.25
59	42.41	32.34	75.40	58.58
60	45.09	34.37	80.01	62.12
61	48.20	36.73	85.31	66.17
62	51.53	39.25	90.96	70.47
63	55.09	41.94	96.99	75.06
64	58.89	44.81	103.42	79.95
65	62.96	47.88	110.28	85.16
66	67.39	51.21	117.72	90.78
67	72.13	54.76	125.66	96.77
68	77.20	58.57	134.14	103.16
69	82.63	62.64	143.18	109.97
70	88.44	66.99	152.84	117.22
71	94.78	71.70	163.33	125.05
72	101.58	76.75	174.53	133.41
73	108.85	82.16	186.50	142.32
74	116.66	87.95	199.30	151.83
75	125.02	94.14	212.97	161.97
76	133.90	100.69	227.36	172.55
77	143.41	107.69	242.72	183.83
78	153.59	115.18	259.11	195.85
79	164.50	123.20	276.61	208.65
80	176.19	131.77	295.30	222.28
81	186.95	139.26	312.17	234.13
82	198.37	147.18	330.00	246.61
83	210.48	155.55	348.85	259.75
84	223.34	164.40	368.78	273.59
85	236.98	173.75	389.85	288.17
86	251.46	183.63	412.12	303.52
87	266.82	194.07	435.66	319.70
88	283.11	205.11	460.55	336.73
89	300.40	216.77	486.86	354.68
90	318.75	229.10	514.68	373.58

Group Long-Term Care Insurance Nursing Home Benefits
Monthly Premium Rates per \$100 Daily Benefits
Current Annual Rates

Plans with Optional Inflation Feature				
MAX YRS	2	2	10	10
WP DAYS	10	180	10	180
Age:				
30	\$1.25	\$0.94	\$2.31	\$1.81
31	\$1.37	\$1.03	\$2.52	\$1.97
32	\$1.49	\$1.12	\$2.75	\$2.15
33	\$1.63	\$1.23	\$3.00	\$2.35
34	\$1.79	\$1.34	\$3.27	\$2.56
35	\$1.95	\$1.47	\$3.57	\$2.79
36	\$2.14	\$1.60	\$3.90	\$3.04
37	\$2.34	\$1.75	\$4.25	\$3.32
38	\$2.56	\$1.91	\$4.64	\$3.62
39	\$2.79	\$2.09	\$5.06	\$3.95
40	\$3.06	\$2.29	\$5.53	\$4.30
41	\$3.33	\$2.49	\$6.00	\$4.67
42	\$3.63	\$2.71	\$6.52	\$5.07
43	\$3.95	\$2.95	\$7.09	\$5.50
44	\$4.30	\$3.22	\$7.70	\$5.97
45	\$4.69	\$3.50	\$8.36	\$6.48
46	\$5.10	\$3.81	\$9.08	\$7.03
47	\$5.56	\$4.15	\$9.87	\$7.63
48	\$6.06	\$4.52	\$10.72	\$8.28
49	\$6.60	\$4.92	\$11.65	\$8.99
50	\$7.19	\$5.36	\$12.65	\$9.75
51	\$7.92	\$5.90	\$13.89	\$10.69
52	\$8.72	\$6.50	\$15.25	\$11.72
53	\$9.60	\$7.16	\$16.75	\$12.86
54	\$10.58	\$7.88	\$18.38	\$14.10
55	\$11.66	\$8.68	\$20.18	\$15.46
56	\$12.84	\$9.56	\$22.16	\$16.95
57	\$14.14	\$10.53	\$24.33	\$18.58
58	\$15.58	\$11.59	\$26.71	\$20.38
59	\$17.16	\$12.77	\$29.32	\$22.34
60	\$18.91	\$14.06	\$32.19	\$24.50
61	\$20.93	\$15.56	\$35.50	\$26.98
62	\$23.18	\$17.22	\$39.16	\$29.71
63	\$25.66	\$19.05	\$43.19	\$32.71
64	\$28.41	\$21.08	\$47.63	\$36.03
65	\$31.46	\$23.33	\$52.54	\$39.67
66	\$34.72	\$25.73	\$57.79	\$43.57
67	\$38.32	\$28.37	\$63.57	\$47.85
68	\$42.30	\$31.28	\$69.93	\$52.54
69	\$46.68	\$34.50	\$76.92	\$57.70
70	\$51.52	\$38.04	\$84.62	\$63.37
71	\$56.72	\$41.83	\$92.86	\$69.42
72	\$62.44	\$45.99	\$101.92	\$76.04
73	\$68.73	\$50.57	\$111.85	\$83.30
74	\$75.66	\$55.61	\$122.75	\$91.26
75	\$83.29	\$61.15	\$134.72	\$99.97
76	\$91.24	\$66.91	\$147.13	\$108.97
77	\$99.95	\$73.22	\$160.68	\$118.78
78	\$109.48	\$80.12	\$175.48	\$129.47
79	\$119.93	\$87.67	\$191.64	\$141.12
80	\$131.37	\$95.94	\$209.30	\$153.83
81	\$141.60	\$103.05	\$224.88	\$164.72
82	\$152.61	\$110.69	\$241.61	\$176.39
83	\$164.48	\$118.90	\$259.60	\$188.88
84	\$177.28	\$127.72	\$278.92	\$202.26
85	\$191.07	\$137.18	\$299.68	\$216.59
86	\$205.94	\$147.36	\$321.99	\$231.93
87	\$221.96	\$158.28	\$345.95	\$248.35
88	\$239.23	\$170.02	\$371.70	\$265.94
89	\$257.84	\$182.62	\$399.37	\$284.78
90	\$277.90	\$196.16	\$429.09	\$304.95

Plans with Automatic Inflation Protection Feature				
MAX YRS	2	2	10	10
WP DAYS	10	180	10	180
Age:				
30	\$8.13	\$6.23	\$15.03	\$11.85
31	\$8.59	\$6.58	\$15.87	\$12.50
32	\$9.08	\$6.95	\$16.75	\$13.20
33	\$9.59	\$7.35	\$17.68	\$13.93
34	\$10.13	\$7.76	\$18.67	\$14.70
35	\$10.71	\$8.20	\$19.71	\$15.51
36	\$11.31	\$8.66	\$20.81	\$16.37
37	\$11.95	\$9.15	\$21.96	\$17.28
38	\$12.63	\$9.66	\$23.19	\$18.24
39	\$13.34	\$10.21	\$24.48	\$19.25
40	\$14.09	\$10.78	\$25.84	\$20.31
41	\$14.89	\$11.39	\$27.27	\$21.42
42	\$15.73	\$12.04	\$28.77	\$22.59
43	\$16.62	\$12.71	\$30.35	\$23.83
44	\$17.56	\$13.43	\$32.03	\$25.13
45	\$18.56	\$14.19	\$33.79	\$26.50
46	\$19.61	\$14.99	\$35.66	\$27.95
47	\$20.72	\$15.83	\$37.62	\$29.47
48	\$21.89	\$16.73	\$39.70	\$31.08
49	\$23.12	\$17.67	\$41.89	\$32.78
50	\$24.43	\$18.67	\$44.20	\$34.57
51	\$25.98	\$19.84	\$46.90	\$36.65
52	\$27.62	\$21.09	\$49.77	\$38.87
53	\$29.36	\$22.42	\$52.81	\$41.21
54	\$31.22	\$23.83	\$56.04	\$43.70
55	\$33.19	\$25.33	\$59.46	\$46.34
56	\$35.29	\$26.93	\$63.10	\$49.14
57	\$37.52	\$28.62	\$66.96	\$52.10
58	\$39.89	\$30.42	\$71.05	\$55.25
59	\$42.41	\$32.34	\$75.40	\$58.58
60	\$45.09	\$34.37	\$80.01	\$62.12
61	\$48.20	\$36.73	\$85.31	\$66.17
62	\$51.53	\$39.25	\$90.96	\$70.47
63	\$55.09	\$41.94	\$96.99	\$75.06
64	\$58.89	\$44.81	\$103.42	\$79.95
65	\$62.96	\$47.88	\$110.28	\$85.16
66	\$67.39	\$51.21	\$117.72	\$90.78
67	\$72.13	\$54.76	\$125.66	\$96.77
68	\$77.20	\$58.57	\$134.14	\$103.16
69	\$82.63	\$62.64	\$143.18	\$109.97
70	\$88.44	\$66.99	\$152.84	\$117.22
71	\$94.78	\$71.70	\$163.33	\$125.05
72	\$101.58	\$76.75	\$174.53	\$133.41
73	\$108.85	\$82.16	\$186.50	\$142.32
74	\$116.66	\$87.95	\$199.30	\$151.83
75	\$125.02	\$94.14	\$212.97	\$161.97
76	\$133.90	\$100.69	\$227.36	\$172.55
77	\$143.41	\$107.69	\$242.72	\$183.83
78	\$153.59	\$115.18	\$259.11	\$195.85
79	\$164.50	\$123.20	\$276.61	\$208.65
80	\$176.19	\$131.77	\$295.30	\$222.28
81	\$186.95	\$139.26	\$312.17	\$234.13
82	\$198.37	\$147.18	\$330.00	\$246.61
83	\$210.48	\$155.55	\$348.85	\$259.75
84	\$223.34	\$164.40	\$368.78	\$273.59
85	\$236.98	\$173.75	\$389.85	\$288.17
86	\$251.46	\$183.63	\$412.12	\$303.52
87	\$266.82	\$194.07	\$435.66	\$319.70
88	\$283.11	\$205.11	\$460.55	\$336.73
89	\$300.40	\$216.77	\$486.86	\$354.68
90	\$318.75	\$229.10	\$514.68	\$373.58

Group Long-Term Care Insurance Nursing Home Benefits

Monthly Premium Rates per \$100 Daily Benefits

Current Annual Rates with Proposed 39% Increase

Plans with Optional Inflation Feature				
MAX YRS	2	2	10	10
WP DAYS	10	180	10	180
Age:				
30	\$1.74	\$1.31	\$3.21	\$2.52
31	\$1.90	\$1.43	\$3.50	\$2.74
32	\$2.07	\$1.56	\$3.82	\$2.99
33	\$2.27	\$1.71	\$4.17	\$3.27
34	\$2.49	\$1.86	\$4.55	\$3.56
35	\$2.71	\$2.04	\$4.96	\$3.88
36	\$2.97	\$2.22	\$5.42	\$4.23
37	\$3.25	\$2.43	\$5.91	\$4.61
38	\$3.56	\$2.65	\$6.45	\$5.03
39	\$3.88	\$2.91	\$7.03	\$5.49
40	\$4.25	\$3.18	\$7.69	\$5.98
41	\$4.63	\$3.46	\$8.34	\$6.49
42	\$5.05	\$3.77	\$9.06	\$7.05
43	\$5.49	\$4.10	\$9.86	\$7.65
44	\$5.98	\$4.48	\$10.70	\$8.30
45	\$6.52	\$4.87	\$11.62	\$9.01
46	\$7.09	\$5.30	\$12.62	\$9.77
47	\$7.73	\$5.77	\$13.72	\$10.61
48	\$8.42	\$6.28	\$14.90	\$11.51
49	\$9.17	\$6.84	\$16.19	\$12.50
50	\$9.99	\$7.45	\$17.58	\$13.55
51	\$11.01	\$8.20	\$19.31	\$14.86
52	\$12.12	\$9.04	\$21.20	\$16.29
53	\$13.34	\$9.95	\$23.28	\$17.88
54	\$14.71	\$10.95	\$25.55	\$19.60
55	\$16.21	\$12.07	\$28.05	\$21.49
56	\$17.85	\$13.29	\$30.80	\$23.56
57	\$19.65	\$14.64	\$33.82	\$25.83
58	\$21.66	\$16.11	\$37.13	\$28.33
59	\$23.85	\$17.75	\$40.75	\$31.05
60	\$26.28	\$19.54	\$44.74	\$34.06
61	\$29.09	\$21.63	\$49.35	\$37.50
62	\$32.22	\$23.94	\$54.43	\$41.30
63	\$35.67	\$26.48	\$60.03	\$45.47
64	\$39.49	\$29.30	\$66.21	\$50.08
65	\$43.73	\$32.43	\$73.03	\$55.14
66	\$48.26	\$35.76	\$80.33	\$60.56
67	\$53.26	\$39.43	\$88.36	\$66.51
68	\$58.80	\$43.48	\$97.20	\$73.03
69	\$64.89	\$47.96	\$106.92	\$80.20
70	\$71.61	\$52.88	\$117.62	\$88.08
71	\$78.84	\$58.14	\$129.08	\$96.49
72	\$86.79	\$63.93	\$141.67	\$105.70
73	\$95.53	\$70.29	\$155.47	\$115.79
74	\$105.17	\$77.30	\$170.62	\$126.85
75	\$115.77	\$85.00	\$187.26	\$138.96
76	\$126.82	\$93.00	\$204.51	\$151.47
77	\$138.93	\$101.78	\$223.35	\$165.10
78	\$152.18	\$111.37	\$243.92	\$179.96
79	\$166.70	\$121.86	\$266.38	\$196.16
80	\$182.60	\$133.36	\$290.93	\$213.82
81	\$196.82	\$143.24	\$312.58	\$228.96
82	\$212.13	\$153.86	\$335.84	\$245.18
83	\$228.63	\$165.27	\$360.84	\$262.54
84	\$246.42	\$177.53	\$387.70	\$281.14
85	\$265.59	\$190.68	\$416.56	\$301.06
86	\$286.26	\$204.83	\$447.57	\$322.38
87	\$308.52	\$220.01	\$480.87	\$345.21
88	\$332.53	\$236.33	\$516.66	\$369.66
89	\$358.40	\$253.84	\$555.12	\$395.84
90	\$386.28	\$272.66	\$596.44	\$423.88

Plans with Automatic Inflation Protection Feature				
MAX YRS	2	2	10	10
WP DAYS	10	180	10	180
Age:				
30	\$11.30	\$8.66	\$20.89	\$16.47
31	\$11.94	\$9.15	\$22.06	\$17.38
32	\$12.62	\$9.66	\$23.28	\$18.35
33	\$13.33	\$10.22	\$24.58	\$19.36
34	\$14.08	\$10.79	\$25.95	\$20.43
35	\$14.89	\$11.40	\$27.40	\$21.56
36	\$15.72	\$12.04	\$28.93	\$22.75
37	\$16.61	\$12.72	\$30.52	\$24.02
38	\$17.56	\$13.43	\$32.23	\$25.35
39	\$18.54	\$14.19	\$34.03	\$26.76
40	\$19.59	\$14.98	\$35.92	\$28.23
41	\$20.70	\$15.83	\$37.91	\$29.77
42	\$21.86	\$16.74	\$39.99	\$31.40
43	\$23.10	\$17.67	\$42.19	\$33.12
44	\$24.41	\$18.67	\$44.52	\$34.93
45	\$25.80	\$19.72	\$46.97	\$36.84
46	\$27.26	\$20.84	\$49.57	\$38.85
47	\$28.80	\$22.00	\$52.29	\$40.96
48	\$30.43	\$23.25	\$55.18	\$43.20
49	\$32.14	\$24.56	\$58.23	\$45.56
50	\$33.96	\$25.95	\$61.44	\$48.05
51	\$36.11	\$27.58	\$65.19	\$50.94
52	\$38.39	\$29.32	\$69.18	\$54.03
53	\$40.81	\$31.16	\$73.41	\$57.28
54	\$43.40	\$33.12	\$77.90	\$60.74
55	\$46.13	\$35.21	\$82.65	\$64.41
56	\$49.05	\$37.43	\$87.71	\$68.30
57	\$52.15	\$39.78	\$93.07	\$72.42
58	\$55.45	\$42.28	\$98.76	\$76.80
59	\$58.95	\$44.95	\$104.81	\$81.43
60	\$62.68	\$47.77	\$111.21	\$86.35
61	\$67.00	\$51.05	\$118.58	\$91.98
62	\$71.63	\$54.56	\$126.43	\$97.95
63	\$76.58	\$58.30	\$134.82	\$104.33
64	\$81.86	\$62.29	\$143.75	\$111.13
65	\$87.51	\$66.55	\$153.29	\$118.37
66	\$93.67	\$71.18	\$163.63	\$126.18
67	\$100.26	\$76.12	\$174.67	\$134.51
68	\$107.31	\$81.41	\$186.45	\$143.39
69	\$114.86	\$87.07	\$199.02	\$152.86
70	\$122.93	\$93.12	\$212.45	\$162.94
71	\$131.74	\$99.66	\$227.03	\$173.82
72	\$141.20	\$106.68	\$242.60	\$185.44
73	\$151.30	\$114.20	\$259.24	\$197.82
74	\$162.16	\$122.25	\$277.03	\$211.04
75	\$173.78	\$130.85	\$296.03	\$225.14
76	\$186.12	\$139.96	\$316.03	\$239.84
77	\$199.34	\$149.69	\$337.38	\$255.52
78	\$213.49	\$160.10	\$360.16	\$272.23
79	\$228.66	\$171.25	\$384.49	\$290.02
80	\$244.90	\$183.16	\$410.47	\$308.97
81	\$259.86	\$193.57	\$433.92	\$325.44
82	\$275.73	\$204.58	\$458.70	\$342.79
83	\$292.57	\$216.21	\$484.90	\$361.05
84	\$310.44	\$228.52	\$512.60	\$380.29
85	\$329.40	\$241.51	\$541.89	\$400.56
86	\$349.53	\$255.25	\$572.85	\$421.89
87	\$370.88	\$269.76	\$605.57	\$444.38
88	\$393.52	\$285.10	\$640.16	\$468.05
89	\$417.56	\$301.31	\$676.74	\$493.01
90	\$443.06	\$318.45	\$715.41	\$519.28

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Supporting Document Schedules

Satisfied - Item:	Certification of Compliance
Comments:	please see the attached certification
Attachment(s):	VACERTCOMP-forms.pdf
Item Status:	Received & Acknowledged
Status Date:	07/19/2016

Satisfied - Item:	Product Checklist
Comments:	please see the attached signed checklists for rate and rider
Attachment(s):	VA-lhgrpltc.pdf VA-lhgrpltcridr.pdf
Item Status:	Received & Acknowledged
Status Date:	03/29/2017

Satisfied - Item:	L&H Actuarial Memorandum
Comments:	Please see the attached revised ACT Memo and narrative
Attachment(s):	Attachment for Group VA Filing Forms.pdf VA_Group_2015_ActMemo_States with Situs Groups_NOT ET_PRE_RateStability -Revised.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019

Satisfied - Item:	Long Term Care Insurance Rate Request Summary
Comments:	please see the updated Rate Request Summary
Attachment(s):	VA-lhgrpltc.pdf LTCRate Request Summary - VA CT14-76 (Pre Rate).pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019

Satisfied - Item:	L&H Readability - Health
Comments:	Please see the attached readability cert
Attachment(s):	VACERTREAD Group.pdf
Item Status:	Received & Acknowledged
Status Date:	07/19/2016

Satisfied - Item:	Group Coverage Change Form FINAL 11-07-11
Comments:	Please see the attached Group Coverage Change Form FINAL 11-07-11

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Attachment(s):	Group Coverage Change Form FINAL 11-07-11.pdf
Item Status:	Received & Acknowledged
Status Date:	03/29/2017
Satisfied - Item:	Optional Inflation Provision_Group
Comments:	
Attachment(s):	Optional Inflation Provision_Group.pdf
Item Status:	Received & Acknowledged
Status Date:	03/29/2017
Satisfied - Item:	Objection Response
Comments:	Please see the attached Objection response dated 2016-07-28
Attachment(s):	VA Group (Pre-Rate) Response to Objection Dated 2016-7-28.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019
Satisfied - Item:	Cost of Care
Comments:	
Attachment(s):	Cost of Care 2016-FINAL - Old logo.pdf
Item Status:	Received & Acknowledged
Status Date:	12/01/2017
Satisfied - Item:	EOV_INSURED Letter_for VA GROUP-Revised 2019-11-21
Comments:	Please see the attached revised EOV_INSURED Letter for VA GROUP 2019-11-21.
Attachment(s):	EOV_INSURED Letter_for VA GROUP.pdf
Item Status:	Received & Acknowledged
Status Date:	11/21/2019
Satisfied - Item:	Certificates & EOVS
Comments:	please see the attached Certificates and EOVS
Attachment(s):	G.LTC6197 Variable.pdf VA Group Certificate.pdf G.LTC6197.pdf UD02-Coverage Change ltr.pdf G.LTC6297.pdf G.LTC6297 Variable.pdf
Item Status:	Received & Acknowledged
Status Date:	12/01/2017

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Satisfied - Item:	LCUL EOY
Comments:	please see the attached LCUL EOY
Attachment(s):	EOY_G-LCUL, G-LCUL-1, G-LCUL-2.pdf
Item Status:	Received & Acknowledged
Status Date:	12/01/2017

Satisfied - Item:	Certificate and Policy approvals
Comments:	Please see the attached Certificate and Policy approvals
Attachment(s):	VA Group policy GLTC2798 _cert -appr 5-20-1998 -2.pdf VA Group policy GLTC2798 _cert -appr 5-20-1998.pdf GLTC199 Cert approved 10-14-99.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019

Satisfied - Item:	Group Filing status by State
Comments:	Please see the attached Group Filing status by State
Attachment(s):	Group status.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019

Satisfied - Item:	Original Actuarial memorandum
Comments:	Please see the attached Original Actuarial memorandum
Attachment(s):	Group Act Mem 2009 Generic VA.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019

Satisfied - Item:	Attachments for response
Comments:	Please see the attachments for the objection response
Attachment(s):	VA_Group_Attachments to Response.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019

Satisfied - Item:	State Rate Action Summary
Comments:	Please see the attached State Rate Action Summary
Attachment(s):	State Rate Action Summary.xlsx
Item Status:	Received & Acknowledged

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Status Date:	11/13/2019
Satisfied - Item:	VA Group Objection Response Attachment
Comments:	VA Group Objection Response Attachment
Attachment(s):	VA Group Obj Response Attachment.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019
Satisfied - Item:	Response Letter 11.16.18
Comments:	Attached is the Response Letter 11.16.18
Attachment(s):	VA CT14-76 Pre-Rate Objection Response.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019
Satisfied - Item:	VA Group Cert Letter 45_revised - John Doe
Comments:	Attached is the revised VA Group Cert Letter 45_revised - John Doe (2019-11-19)
Attachment(s):	John Doe_VA Group Cert Letter.pdf
Item Status:	Received & Acknowledged
Status Date:	11/21/2019
Satisfied - Item:	Removed-Duplicate
Comments:	Please see above for EOV
Attachment(s):	
Item Status:	Received & Acknowledged
Status Date:	11/21/2019
Satisfied - Item:	Response Objection 2019-07-25
Comments:	Please see the attached Response letter to Objection 2019-07-25.
Attachment(s):	VA 7-26-19 Pre rate Response.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019
Satisfied - Item:	ALR Response
Comments:	Please see the attached ALR Response.
Attachment(s):	VA Response to ALR.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019

State:	Virginia	Filing Company:	Metropolitan Life Insurance Company
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified		
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing		
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW		

Satisfied - Item:	Attachment-ALR
Comments:	Please see the following attachment in supplement to our response
Attachment(s):	Attachments_10082019.pdf
Item Status:	Received & Acknowledged
Status Date:	11/13/2019

Satisfied - Item:	Response to Objection 2019-11-15
Comments:	Please see the attached Response letter to Objection 2019-11-15.
Attachment(s):	VA CT14-76 Group Pre - Response 2018-12-17.pdf
Item Status:	Received & Acknowledged
Status Date:	11/21/2019

SERFF Tracking #:	META-130649719	State Tracking #:	META-130649719	Company Tracking #:	CT14-76 (PRE-RATE) (RESUB1) RW
State:	Virginia	Filing Company:	Metropolitan Life Insurance Company		
TOI/Sub-TOI:	LTC03G Group Long Term Care/LTC03G.001 Qualified				
Product Name:	Group Long-Term Care Insurance Premium Rate Schedule Increase Filing				
Project Name/Number:	G.LCUL/CT14-76 (PRE-RATE) (resub1) RW				

Attachment State Rate Action Summary.xlsx is not a PDF document and cannot be reproduced here.



Metropolitan Life Insurance Company
NAIC Company Number: 65978
NAIC Group Number: 241

VIRGINIA CERTIFICATION OF COMPLIANCE

The company has reviewed the enclosed policy form(s) and certifies that, to the best of its knowledge and belief, each form submitted is consistent and complies with the requirements of Title 38.2 of the Code of Virginia and the regulations promulgated pursuant thereto.

A handwritten signature in cursive script, appearing to read "Thomas Sarnese".

Thomas Sarnese
Vice President

Date: May 14, 2015

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
General Filing Requirements		
Transmittal Letter	14 VAC 5-100-40	For Paper Filings: Must be submitted in duplicate for each filing, describing each form, its intended use and kind of insurance provided.
	14 VAC 5-100-40 1	Forms submitted and described in transmittal letter must have a number that consists of digits, letters or a combination of both.
	14 VAC 5-100-40 2	Must clearly indicate if forms are replacements, revisions, or modifications of previously approved forms and describe the exact changes that are intended.
	14 VAC 5-100-40 3	Certification of Compliance signed by General Counsel or officer of company or attorney or actuary representing company is required.
	14 VAC 5-100-40 5	Description of market for which form is intended.
	14 VAC 5-100-40 6	For Paper Filings: At least one copy of each form must be included in the filing. A duplicate copy of forms must be submitted if company wants a "stamped" copy of forms for its records. A stamped self-addressed return envelope is required. The letter of transmittal must be addressed to: State Corporation Commission, Bureau of Insurance, P. O. Box 1157, Richmond, VA 23218
	Administrative Letter 1983-7	Must include the name and individual NAIC number of the company for which the filing is made.
Forms		
Form Number	14 VAC 5-100-50 1	Form number must appear in lower left-hand corner of first page of each form.
Company Name & Address	14 VAC 5-100-50 2	Full and proper corporate name (including "Inc.") must prominently appear on cover sheet of all policies and other forms. Home office address of insurer must prominently appear on each policy.
Final Form	14 VAC 5-100-50 3	Form must be submitted in the final form in which it will be issued and completed in "John Doe" fashion to indicate its intended use.
Application	14 VAC 5-100-50 4	Any policy form which is to be issued with an attached application, must be filed with a copy of the application completed in "John Doe" fashion to indicate its intended use. (If an application was previously approved, advise date of approval.)
Type Size	14 VAC 5-100-50 5	Forms must be printed with type size of at least eight-point.
Arbitration	§ 38.2-312	Contract may not deprive courts of Virginia jurisdiction in actions against insurer. Arbitration may not be binding.
Fraud Notice	§ 38.2-316 D 1	Title 38.2 of the Insured Code does not define "Insurance Fraud." Any notice regarding insurance fraud is in non-compliance with this section of the Code. Variations in a notice warning of consequences of making fraudulent statements are acceptable. The notice may disclose that it does not apply to Virginia or may disclose states where applicable.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
LTC Caution Notice	14 VAC 5-200-80 C 2	Required language in bold print .
30-Day Free Look	§ 38.2-5208 A	
Notice to Buyer	14 VAC 5-200-170 A 3	Required language.
General Policy Provisions		
Contents of Contracts	§38.2-305 A	Parties to policies/certificates named; subject of insurance; risks insured against; insurance takes effect; conditions pertaining to insurance.
Group A&S Definitions	§ 38.2-3521.1	This section provides that no policy or group accident and sickness insurance shall be delivered in this Commonwealth unless it conforms to one of the listed definitions.
Non-Defined Groups	§ 38.2-3522.1	Group A&S insurance offered to a resident of this Commonwealth under a policy issued to a group other than one described in Section 38.2-3521.1 shall be subject to certain requirements for policies issued in Virginia or in other states.
Policies Issued Outside of Virginia	§ 38.2-3523.2	Policies issued outside of this Commonwealth, providing coverage to residents of this Commonwealth, that do not qualify under Sections 38.2-3521.1 or 38.2-3522.1 shall be subject to the statutory requirements of this title.
Entire Contract	§ 38.2-3529	Each policy shall contain a provision that the policy, any application of the policyowner, and any individual applications of persons shall constitute the entire contract. It shall state that a copy of the application of the policyowner shall be attached to policy when issued, that all statements made by the policyowner and insureds shall be deemed representations and not warranties and that no written statement made by any person insured shall be used in any contest unless a copy of the statement is furnished to the person, his beneficiary or personal representative.
Grace Period	§ 38.2-3527	Each policy shall contain a provision that the policyholder is entitled to a grace period of not less than 31 days for the payment of any premium due, except for the first premium.
	14 VAC 5-200-65 A 3	The policy must specify an additional 30 days for an unintentional lapse of coverage.
Reinstatement	14 VAC 5-200-65 B	Reinstatement in the event of lapse if due to cognitive impairment or had a loss of functional capacity.
Misstatement of age	§ 38.2-3532	Each policy shall contain a provision that an equitable adjustment of premiums, benefits, or both, shall be made if the age of a person insured has been misstated.
Individual Certificates	§ 38.2-3533	Each policy shall contain a provision that the insurer will issue to the policyholder for delivery to each person insured a certificate of insurance.
Notice of Claim	§ 38.2-3534	Each policy shall contain a provision that written notice of a claim shall be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy.
Claim Forms	§ 38.2-3535	Each policy shall contain a provision that the insurer shall furnish forms for filing proof of loss within 15 days after the insurer has received notice of any claim.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
Proof of Loss	§ 38.2-3536	Each policy shall contain a provision that written proof of loss shall be furnished to the insurer within 90 days after the date of loss.
Time Payment of Claims	§ 38.2-3537	Each policy shall contain a provision that all benefits payable under the policy other than benefits for a loss of time shall be payable within 60 days after receipt of proof of loss.
Payment of Claims	§ 38.2-3538	Each policy shall contain a provision that benefits for loss of life of the person insured shall be payable to the beneficiary designated by the person insured. If policy contains family status conditions, beneficiary may be the family member specified by the policy.
Physical Examinations and Autopsy	§ 38.2-3539	Each policy shall contain a provision that the insurer shall have the right to examine the policy for whom a claim is made, when and as often as it may reasonably require during the pendency of a claim or make an autopsy where it is not prohibited by law.
Legal Actions	§ 38.2-3540	Each policy shall contain a provision that no action at law or in equity shall be brought to recover on a policy within 60 days after proof of loss has been filed in accordance with policy requirements and that no such action shall be brought after the expiration of 3 years from the time that proof of loss was required to be filed.
Claims Experience (Applies to employer groups only)	§ 38.2-3540.1	Each policy shall contain a provision that a complete record of the policyholders' claim experience shall be provided, upon request. This record shall be made available not less than 30 days prior to the date upon which premiums or contractual terms of policy may be amended.
Continuation or Conversion	14 VAC 5-200-60 D	Mandatory except for reasons stated.
Discontinuance and Replacement	14 VAC 5-200-60 E	Coverage and premium requirements under the replacement policy.
Incontestability	§ 38.2-5209	The provision contains specific incontestability language for long-term care insurance.
Termination Notice	§ 38.2-3542	Written notice of termination must be provided to certain employers prior to termination of coverage.
Prohibited Provisions	§ 38.2-5203	Specified provisions prohibited.
	§ 38.2-5205 A	Prior institutionalization may not be a requirement to receive benefits.
	14 VAC 5-200-190	Preexisting conditions and waiting periods may not be used in replacement policies.
LTC Policy Requirements		
Duration of Benefits	§ 38.2-5200	Coverage must be provided for a minimum of 12 months.
Preexisting Condition	§ 38.2-5204	Defines look-back period and limitation period for preexisting conditions.
	14 VAC 5-200-70 D	If policy includes limitations due to a preexisting condition, such limitations must be included and labeled as "Preexisting Condition Limitations".
Limitations or Conditions on Eligibility for Benefits	§ 38.2-5205 B 14 VAC 5-200-187	Permissible benefit triggers and requirements.
Definitions	14 VAC 5-200-50	Certain terms defined.

Comment [SCC1]: Incorporated into Disclosure section on next page.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
UCR Defined	14 VAC 5-200-70 C	The term must be defined If benefits are based on usual, reasonable and customary charges.
Limitations and Exclusions	14 VAC 5-200-60 B	
Extension of Benefits	14 VAC 5-200-60 C	
Right to Reduce Coverage and Lower Premiums	14 VAC 5-200-183	The policy shall include a provision that allows the certificateholder to reduce coverage and lower the premium.
Nonforfeiture Benefit Requirement	14 VAC 5-200-185 B	Offer made to the policyholder. Refer to the regulation for specifics.
Contingent Benefit Upon Lapse	14 VAC 5-200-185 C	If the offer of the nonforfeiture benefit is declined, the contingent benefit upon lapse shall be provided.
Required to Offer Inflation Protection	14 VAC 5-200-100 A	
Readability Certification	14 VAC 5-110-60	Readability certification is required if policy issued to a group with fewer than 10 members.
LTC Personal Worksheet	14 VAC 5-200-175-C 2	Must be in no less than 12-point type and include the information and in the format as shown in Form A.
Rates	§ 38.2-316	
Policy issued out-of-state covering residents of VA	14 VAC 5-200-155	Must submit proof that the group policy or certificate has been approved by a state having statutory or regulatory long-term insurance requirements similar to those in VA.
	14 VAC 5-130-60 A and 130-60 B	The regulation specifies rate filing and actuarial memorandum requirements.
Disclosures		
	38.2-5207 1; 14 VAC 5-200-200	The statute requires that an outline of coverage be provided to the insured. The statute also specifies the information that should be included in the outline.
	§ 38.2-5207 4; 14 VAC 5-200-70 H	Prominent disclosure identifying a certificate as a qualified or federally tax-qualified plan.
	14 VAC 5-200-70 I	A non-tax-qualified plan must be identified as such.
	14 VAC 5-200-75 D	Any reference to a premium increase shall disclose that notice of premium increase shall be at least 60 days prior to the increase.
	§ 38.2-5207 2 c	Statement that group master policy should be consulted to determine governing contractual provisions.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
Policies that include issue ages of 65 or higher	14 VAC 5-170-150 E 1	Any policy marketed to persons age 65 or older must contain a notice that discloses that the policy is not a Medicare supplement policy or certificate.

Access to Administrative Letters, Administrative Orders, Regulations and Laws is available at:
<http://www.scc.virginia.gov/boi/laws.aspx>

The Life and Health Division, Forms and Rates Section handles group long-term care insurance. Please contact this section at (804) 371-9110 if you have questions or need additional information about this line of insurance.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

I hereby certify that I have reviewed the attached group long-term care filing and determined that it is in compliance with the group long-term checklist.

Signed: Gina Jisonna

Name (please print): Gina Jisonna

Company Name: Metropolitan Life Insurance Company Date: 7/12/16

Phone No: (860) 656-3809 FAX No: (860) 656-3809

E-Mail Address: gjisonna@metlife.com

Review Requirements Checklist
GROUP LONG-TERM CARE RIDER

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
<i>General Filing Requirements</i>		
Transmittal Letter	14 VAC 5-100-40	For Paper Filings: Must be submitted in duplicate for each filing, describing each form, its intended use and kind of insurance provided.
	14 VAC 5-100-40 1	Forms submitted and described in transmittal letter must have a number that consists of digits, letters or a combination of both.
	14 VAC 5-100-40 2	Must clearly indicate if forms are replacements, revisions, or modifications of previously approved forms and describe the exact changes that are intended.
	14 VAC 5-100-40 3	Certification of Compliance signed by General Counsel or officer of company or attorney or actuary representing company is required.
	14 VAC 5-100-40 5	Description of market for which form is intended.
	14 VAC 5-100-40 6	For Paper Filings: At least one copy of each form must be included in the filing. A duplicate copy of forms must be submitted if company wants a “stamped” copy of forms for its records. A stamped self-addressed return envelope is required. The letter of transmittal must be addressed to: State Corporation Commission, Bureau of Insurance, P. O. Box 1157, Richmond, VA 23218
	Administrative Letter 1983-7	Must include the name and individual NAIC number of the company for which the filing is made.
<i>Forms</i>		
Form Number	14 VAC 5-100-50 1	Form number must appear in lower left-hand corner of first page of each form.
Company Name & Address	14 VAC 5-100-50 2	Full and proper corporate name (including “Inc.”) must prominently appear on cover sheet of all policies and other forms. Home office address of insurer must prominently appear on each policy.
Final Form	14 VAC 5-100-50 3	Form must be submitted in the final form in which it will be issued and completed in “John Doe” fashion to indicate its intended use.
Application	14 VAC 5-100-50 4	Any policy form which is to be issued with an attached application, must be filed with a copy of the application completed in “John Doe” fashion to indicate its intended use. (If an application was previously approved, advise date of approval.)
Type Size	14 VAC 5-100-50 5	Forms must be printed with type size of at least eight-point.
Arbitration	§ 38.2-312	Contract may not deprive courts of Virginia jurisdiction in actions against insurer. Arbitration may not be binding.
Fraud Notice	§ 38.2-316 D 1	Title 38.2 of the Insured Code does not define “Insurance Fraud.” Any notice regarding insurance fraud is in non-compliance with this section of the Code. Variations in a notice warning of consequences of making fraudulent statements are acceptable. The notice may disclose that it does not apply to Virginia or may disclose states where applicable.
LTC Caution Notice	14 VAC 5-200-80 C 2	Required language in bold print .

Review Requirements Checklist
GROUP LONG-TERM CARE RIDER

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
30-day Free Look	§ 38.2-5208 A	
Notice to Buyer	14 VAC 5-200-170 A 3	Required language.
Disclosure of Tax Consequences	14 VAC 5-200-70 F	Receipt of accelerated benefits for long-term care services may be taxable and a tax advisor should be consulted.
General Policy Provisions		
Contents of Contracts	§38.2-305 A	Parties to policies/certificates named; subject of insurance; risks insured against; insurance takes effect; conditions pertaining to insurance.
Group A&S Definitions	§ 38.2-3521.1	This section provides that no policy or group accident and sickness insurance shall be delivered in this Commonwealth unless it conforms to one of the listed definitions.
Non-Defined Groups	§ 38.2-3522.1	Group A&S insurance offered to a resident of this Commonwealth under a policy issued to a group other than one described in Section 38.2-3521.1 shall be subject to certain requirements for policies issued in Virginia or in other states.
Policies Issued Outside of Virginia	§ 38.2-3523.2	Policies issued outside of this Commonwealth, providing coverage to residents of this Commonwealth, that do not qualify under Sections 38.2-3521.1 or 38.2-3522.1 shall be subject to the statutory requirements of this title.
Grace period	§ 38.2-3527	Each policy shall contain a provision that the policyholder is entitled to a grace period of not less than 31 days for the payment of any premium due, except for the first premium.
	14 VAC 5-200-65 A 3	The policy must specify an additional 30 days for an unintentional lapse of coverage.
Reinstatement	14 VAC 5-200-65 B	Reinstatement in the event of lapse if due to cognitive impairment or had a loss of functional capacity.
Misstatement of age	§ 38.2-3532	Each policy shall contain a provision that an equitable adjustment of premiums, benefits, or both, shall be made if the age of a person insured has been misstated.
Individual Certificates	§ 38.2-3533	Each policy shall contain a provision that the insurer will issue to the policyholder for delivery to each person insured a certificate of insurance.
Notice of Claim	§ 38.2-3534	Each policy shall contain a provision that written notice of a claim shall be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy
Claim Forms	§ 38.2-3535	Each policy shall contain a provision that the insurer shall furnish forms for filing proof of loss within 15 days after the insurer has received notice of any claim.
Proof of Loss	§ 38.2-3536	Each policy shall contain a provision that written proof of loss shall be furnished to the insurer within 90 days after the date of loss.
Time Payment of Claims	§ 38.2-3537	Each policy shall contain a provision that all benefits payable under the policy other than benefits for a loss of time shall be payable within 60 days after receipt of proof of loss.
Payment of Claims	§ 38.2-3538	Each policy shall contain a provision that benefits for loss of life of the person insured shall be payable to the beneficiary designated by the person insured. If policy contains family status conditions, beneficiary may be the family member specified by the policy.

Review Requirements Checklist
GROUP LONG-TERM CARE RIDER

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
Physical Examinations and Autopsy	§ 38.2-3539	Each policy shall contain a provision that the insurer shall have the right to examine the person for whom a claim is made, when and as often as it may reasonably require during the pendency of the claim or make an autopsy where it is not prohibited by law.
Legal Actions	§ 38.2-3540	Each policy shall contain a provision that no action at law or in equity shall be brought to recover on a policy within 60 days after proof of loss has been filed in accordance with policy requirements and that no such action shall be brought after the expiration of 3 years from the time proof of loss was required to be filed.
Claims Experience (Applies to employer groups only)	§ 38.2-3540.1	Each policy shall contain a provision that a complete record of the policyholder's claim experience shall be provided, upon request. This record shall be made available not less than 30 days prior to the date upon which premiums or contractual terms of policy may be amended.
Continuation or Conversion	14 VAC 5-200-60 D	Mandatory except for reasons stated.
Discontinuance and Replacement	14 VAC 5-200-60 E	Coverage and premium requirements under the replacement policy.
Incontestability	§ 38.2-5209	The provision contains specific incontestability language for long-term care insurance.
Termination Notice	§ 38.2-3542	Written notice of termination must be provided to certain employers prior to termination of coverage.
Prohibited Provisions	§ 38.2-5203	Specified provision prohibited.
	§ 38.2-5205 A	Prior institutionalization may not be a requirement to receive benefits.
Minimum Standards for Home Health Care	14 VAC 5-200-90	The minimum standards include prohibited exclusions and restrictions regarding home health care benefits.
	14 VAC 5-200-190	Preexisting conditions and waiting periods may not be used in replacement policies.
LTC Policy Requirements		
Duration of Benefits	§ 38.2-5200	Coverage must be provided for a minimum of 12 months.
Preexisting Condition	§ 38.2-5204	Defines look-back period and limitation period for preexisting conditions.
	14 VAC 5-200-70 D	If policy includes limitations due to a preexisting condition, such limitations must be included and labeled as "Preexisting Condition Limitations."
Limitations or Conditions on Eligibility for Benefits	§ 38.2-5205 B 14 VAC 5-200-187	Permissible benefit triggers and requirements.
Definitions	14 VAC 5-200-50	Certain terms defined.
UCR Defined	14 VAC 5-200-70 C	The term must be defined If benefits are based on usual, reasonable and customary charges.
Limitations and Exclusions	14 VAC 5-200-60 B	
Extension of Benefits	14 VAC 5-200-60 C	
Right to Reduce Coverage and Lower Premiums	14 VAC 5-200-183	The policy shall include a provision that allows the certificateholder to reduce coverage and lower the premium.

Review Requirements Checklist
GROUP LONG-TERM CARE RIDER

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
Readability Certification	14 VAC 5-110-60	Readability certification is required if policy issued to a group with fewer than 10 members.
LTC Personal Worksheet	14 VAC 5-200-175-C 2	Must be in no less than 12-point type and include the information and in the format as shown in Form A.
Disclosures		
	38.2-5207 1; 14 VAC 5-200-200	The statute requires that an outline of coverage be provided to the insured. The statute also specifies the information that should be included in the outline.
	§ 38.2-5207 4; 14 VAC 5-200-70 H	Prominent disclosure identifying a certificate as a qualified or federally tax-qualified plan.
	14 VAC 5-200-70 I	A non-tax-qualified plan must be identified as such.
	14 VAC 5-200-75 D	Any reference to a premium increase shall disclose that notice of premium increase shall be at least 60 days prior to the increase.
	§ 38.2-5207 2 c	Statement that group master policy should be consulted to determine governing contractual provisions.
Policies that Include Issue Ages of 65 or Higher	14 VAC 5-170-150 E 1	Any policy marketed to persons age 65 or older must contain a notice that discloses that the policy is not a Medicare supplement policy or certificate.
Rates	§ 38.2-316	
Policy Issued Out-of-State Covering Residents of VA	14 VAC 5-200-155	Must submit proof that the group policy or certificate has been approved by a state having statutory or regulatory long-term insurance requirements similar to those in VA.
	14 VAC 5-130-60 A and 130-60 B	The regulation specifies rate filing and actuarial memorandum requirements.

Access to Administrative Letters, Administrative Orders, Regulations and Laws is available at:
<http://www.scc.virginia.gov/boi/laws.aspx>

The Life and Health Division, Forms and Rates Section handles group long-term care riders. Please contact this section at (804) 371-9110 if you have questions or need additional information about this line of insurance.

Review Requirements Checklist

GROUP LONG-TERM CARE RIDER

I hereby certify that I have reviewed the attached group long-term care rider filing and determined that it is in compliance with the group long-term rider checklist.

Signed: Gina Sison

Name (please print): Gina Jisonna

Company Name: Metropolitan Life Insurance Company Date: 7/12/16

Phone No: (860) 656-3809 FAX No: (860) 656-3809

E-Mail Address: gjisonna@metlife.com

Attach a brief narrative to summarize the key information used to develop the rates including the main drivers for the revised rates.

Interest rate, mortality, lapse and morbidity are the key information used to develop the long term care rates. They are also the main drivers for the revised rates.

METROPOLITAN LIFE INSURANCE COMPANY

New York, NY

Actuarial Memorandum

November 13, 2018

This actuarial memorandum pertains to long-term care insurance provided under group policies issued to cover eligible employees of an employer, and at the option of the employer, retirees and/or family members of eligible employees who meet eligibility requirements.

Policy Forms

The premium rate schedule increase for which we are seeking approval will apply to the following group long-term care insurance policy forms:

- GPNP99-LTC approved by your Department and certificates issued thereunder
- G.LTC2798 approved by your Department and certificates issued thereunder

In accordance with Virginia requirements, this premium rate schedule increase will only apply to certificates issued under group policies effective before October 1, 2003, the effective date of the rate stabilization rule for this state.

1. Purpose of Filing

This actuarial memorandum has been prepared for the purpose of demonstrating that the anticipated loss ratio standard of this product meets the minimum requirements of your state and may not be suitable for other purposes.

2. Description of Benefits

The group policy forms listed above provide either comprehensive or facilities only coverage. Benefits under the group long-term care policies are payable if an insured is unable to perform a certain number of activities of daily living or suffers cognitive impairment in accordance with the applicable terms and conditions of the group policy. There are optional benefits, including, but not limited to, nonforfeiture and inflation protection.

3. Renewability

These policy forms are guaranteed renewable for life.

4. Applicability

This filing is applicable to enforce group long-term care insurance policies issued for delivery (situated) in your state before December 31, 2013.

METROPOLITAN LIFE INSURANCE COMPANY

New York, NY

Actuarial Memorandum

November 13, 2018

In accordance with Virginia requirements, this premium rate schedule increase will only apply to certificates issued under group policies effective before October 1, 2003, the effective date of the rate stabilization rule for this state.

We will only implement the premium rate schedule increase after we have received approval from your Department and will apply the increase to all certificates issued under group long-term care insurance policies situated in your state except those certificates issued to residents of other states whose requirements are asserted to apply to rate increases for certificates issued in such other states regardless of group policy situs. As to certificates issued in any such other state, we will implement the increase approved by that state, whether it is higher or lower than the increase that your state approved for certificates issued under group policies situated in your state.

Please note that for certificateholders who were issued certificates in your state under a group long-term care insurance policy situated in another state, we will implement their increases after we've satisfied any requirements for the premium rate schedule increase of the situs state of their group policy (including obtaining approval, if required) without regard to your review of this filing.

These forms are not currently being marketed to new group policyholders.

5. Actuarial Assumptions

- a. Expected Claim Costs are the product of attained age frequency rates and continuance curves, adjusted by utilization factors and underwriting selection factors based on actual experience through June 2014.
- b. Voluntary Termination Rates vary by issue age and duration as developed from actual experience through June 2014 and are shown in the following table:

Duration	Issue Age					
	Under 40	40 to 44	45 to 49	50 to 54	55 to 59	over 59
1	15.6%	10.2%	7.6%	6.5%	6.1%	3.3%
2	12.3%	7.6%	5.8%	4.7%	3.9%	2.9%
3	10.0%	7.3%	5.4%	4.9%	3.7%	2.2%
4	7.9%	5.7%	4.1%	3.5%	2.9%	2.0%
5	7.1%	5.1%	3.8%	3.3%	2.6%	1.5%
6	5.0%	3.4%	3.1%	2.3%	2.1%	1.4%
7	5.0%	3.4%	3.1%	2.3%	2.1%	1.4%

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8	4.0%	2.6%	2.4%	2.1%	1.3%	1.3%
9	4.0%	2.6%	2.4%	2.1%	1.3%	1.3%
10	4.0%	2.6%	2.4%	2.1%	1.3%	1.3%
11	4.4%	2.6%	2.0%	0.9%	1.0%	1.0%
12	4.4%	2.6%	2.0%	0.9%	1.0%	1.0%
13	4.4%	2.6%	2.0%	0.9%	1.0%	1.0%
*14+	2.5%	1.7%	1.0%	0.9%	0.8%	0.8%

* Ultimate lapse rates grades down to 0.80% for all ages

In the year of rate increase implementation, it is assumed that an additional 0.5% of policies lapse and there is 5.5% net reduction to premiums and benefits due to benefit downgrades. There is no adverse selection assumed due to the additional lapse rates.

- c. Mortality 97% of Annuity 2000 Basic Table with selection consistent with experience.
- d. Expenses Expenses have not been explicitly projected. It is assumed that the originally filed expense assumptions remain appropriate.

The above assumptions are based on actual inforce experience of MetLife and are deemed reasonable for these particular policy forms. The assumptions used in this filing were developed from the actual experience on these forms and supplemented, as needed, based on the experience of other forms.

In establishing the assumptions described in this section, the policy design, underwriting, and claims adjudication practices for the above-referenced policy forms were taken into consideration.

6. Marketing Method

These policy forms were issued to provide coverage to eligible employees and retirees pursuant to an employer's sponsored benefits package. Family members of eligible employees and retirees were also eligible. The typical marketing methods utilized direct mail and call center support.

7. Underwriting Description

Several underwriting methods were used. These include Guaranteed Issue, Simplified Issue, and Full Underwriting. Guaranteed Issue applies only to those eligible employees who are actively at work. For those insureds that were not eligible for Guaranteed Issue, underwriting

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was performed by means of questions, including medical questions, and contacting health care providers for medical records as needed.

8. Premiums

Premium rates are level premiums from the date of issue, while payable, except when Periodic or Optional Inflation Additions are taken. The rates for each group policy reflect the specific group's risk profile. Premiums vary by the age of the insured at issue, the plan design and payment mode/method.

9. Issue Age Range

The minimum issue age for these forms was 18.

10. Area Factors

Area factors are not used for this product.

11. Reserves

Active life reserves have not been used in this rate increase analysis. Claim reserves as of December 31, 2014 have been discounted to the incurral date of each respective claim and included in historical incurred claims. Incurred but not reported reserve balances as of December 31, 2014 have been allocated to a calendar year of incurral and included in historical incurred claims.

12. Trend Assumptions

As this is not medical insurance, we have not included any explicit medical cost trends in the projections.

13. Past and Future Policy Experience

Nationwide experience for all policy forms combined is shown in Exhibit I. While the financial projections in Exhibit I include tax-qualified policy forms and other non-tax-qualified policy forms that were issued prior to the enactment of the Health Insurance Portability and Accountability Act (HIPAA), we are currently only requesting a rate increase on the tax-qualified policy forms listed above.

Historical experience is shown by claim incurral year. Claim payments and reserves were discounted to the mid-point of the year of incurral at the weighted average maximum

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valuation interest rate for contract reserves which is 4.48%. Incurred but not reported reserves were allocated based on a historical analysis of claim development pattern.

Annual loss ratios are calculated, with and without interest, as incurred claims divided by earned premiums.

A lifetime loss ratio as of December 31, 2014 is calculated as the sum of accumulated past experience and discounted future experience where accumulation and discounting occur at the weighted average maximum valuation interest rate for contract reserves, which is 4.48%.

14. Projected Earned Premiums and Incurred Claims

Earned premiums for projection years 2015 through 2095 are developed by multiplying each prior period's earned premium (starting with December 31, 2014 actual earned premium) by a persistency factor. For a year in which the rate increase is effective, the earned premium prior to the increase is multiplied by 1 plus the rate increase percent and an effectiveness factor for all policies shown in Exhibit I.

Each projection year claim amount is calculated by multiplying incidence, continuance and utilization factors by the policy and rider benefits on a seriatim basis.

Present and accumulated values in the lifetime projections in Exhibit I are determined at the average maximum valuation interest rate for contract reserves applicable to LTC business issued in the years in which the applicable business of this filing were issued. The maximum valuation interest rate averages 4.48%.

The assumptions used in the projections in Exhibit I were developed from the company's LTC insurance experience.

Exhibit II provides a demonstration that the expected loss ratio is the greater of: 60% or the lifetime loss ratio used in the original pricing applied to the current rate schedule; plus 80% applied to any premium rate increase for individual policy forms.

15. History of Previous Inforce Rate Increases

There have been no previous inforce rate increases on the policy forms situated in VA.

16. Requested Rate Increase

The company is requesting an increase of 45% for the policy forms listed above. In accordance with Virginia requirements, this premium rate schedule increase will only apply

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to certificates issued under group policies effective before October 1, 2003, the effective date of the rate stabilization rule for this state.

Corresponding rate tables reflecting the 45% increase are included with this filing. Please note that the actual rates implemented may vary slightly from those filed due to implementation rounding algorithms.

17. Analysis Performed

The initial premium schedule was based on pricing assumptions believed to be appropriate, given the information available at the time the initial rate schedule was developed. The original pricing assumptions for claim costs, voluntary termination rates, mortality, and interest were as follows:

- a. Incidence and continuance rates for nursing home care were based on a study published by the Society of Actuaries based on the 1985 NNHS with modifications. Home health care incidence and continuance rates were based on the nursing home care rates with modifications.
- b. Voluntary termination rates by duration were assumed to be 5.5% in year one, grading down to 4.5% in year ten and thereafter.
- c. Mortality was based on the 1983 Group Annuity Mortality Table, adjusted to remove loading. These rates vary by age and sex.

As part of the inforce management of the business, MetLife monitors the performance of the business by completing periodic analyses of lapse rates, mortality rates, claim incidence rates, claim continuance rates and claim utilization rates. The findings from these analyses were used to determine the current experience assumptions. A model of this business was developed for use in the cash flow testing that is part of the company's annual statutory reporting requirements. Using this model, a future projection of these policies under the new experience assumptions was performed and the projected lifetime loss ratio for these policies was determined. For these policies, the past experience and future projections based on current experience assumptions combine to a resulting loss ratio that far exceeds both original pricing expectations and state minimum requirements.

The experience analysis, management's view of when a change to the original rate schedule may be considered and the seriatim inforce and claim data used in developing the projections in Exhibit I have been relied upon by the actuary in the development of this memorandum.

18. Loss Ratio Requirement Compliance Demonstration

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Projected experience assuming the increase is implemented is shown in Exhibit I. As shown in Exhibit I, the expected lifetime loss ratio with and without the requested rate increase exceeds the minimum loss ratio requirements.

19. Average Annual Premium

The average December 31, 2015 annualized premium for all premium-paying policies before and after the current requested increase of 45% are:

Before increase:	\$ 961
After current requested 45% increase:	\$1,393

The average December 31, 2015 annualized premiums for all premium-paying policies issued in VA, before and after the current requested increase of 45% are:

Before increase:	\$1,065
After current requested 45% increase:	\$1,545

20. Proposed Effective Date

The rate increase will become effective on the first day of the month following at least a 75 day advance written notification to the certificateholder.

21. Nationwide Distribution of Business as of December 31, 2015 (based on premium-paying policies in force count)

By Issue Age:

Issue Age	Percent
<45	32%
45-49	17%
50-54	20%
55-59	16%
60-64	10%
65-69	4%
70-74	1%
75+	0%
Total	100%

By Benefit Period:

Benefit Period	Percent
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(Days)	
730	1%
1095	11%
1250	3%
1460	1%
1800	0%
1825	66%
2000	2%
2190	2%
2555	6%
2920	5%
3650	1%
5000	1%
Lifetime	1%
Total	100%

By Inflation Option:

Inflation	Percent
Optional	98%
Auto	2%
Total	100%

By Home Care Percentage:

Home Care %	Percent
0% (FC Only)	17%
50%	39%
60%	32%
65%	2%
70%	0%
75%	2%
80%	2%
100%	6%
Total	100%

By Gender:

Gender	Percent
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Female	54%
Male	46%
Total	100%

22. Number of Certificateholders

As of December 31, 2015, the number of premium-paying policies inforce and premiums that will be affected by this increase are:

	Issued On or After Rate Stability Regulation Effective Date	
	Number of Insured	12/31/2015 Annualized Premium
VA	452	\$481,566
Nationwide	94,410	\$90,710,272

23. New Nonforfeiture Feature

Concurrent with this rate filing is a form filing for a nonforfeiture feature (the Limited Coverage Upon Lapse Following Contribution Increase Endorsement) that will provide limited coverage to certificateholders whose certificates do not currently provide a substantially equivalent nonforfeiture feature in the event they lapse their coverage within 120 days of the first due date of the increased premium for their coverage.

24. Actuarial Certification

I am a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries, and I meet the Academy's qualification standards for preparing health rate filings and to render the actuarial opinion contained herein.

This memorandum has been prepared in conformity with all applicable Actuarial Standards of Practice, including ASOP No. 8.

I hereby certify that, to the best of my knowledge and judgment, this rate submission is in compliance with the applicable laws and regulations of VA.

I further certify that:

- the analysis described in Section 18 of this memorandum was used in determining the need for a rate increase;

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- the policy design, underwriting and claims adjudication practices have been taken into consideration in this rate increase request;
- the actuarial assumptions are appropriate and the gross premiums bear reasonable relationship to the benefits; and
- the relationship between renewal premium rate schedules and new business premium rate schedules is not applicable because we are no longer marketing new business.

A handwritten signature in black ink that reads "Mark D. Newton". The signature is written in a cursive, flowing style.

Mark D. Newton, FSA, MAAA
Actuarial Director, Metropolitan Life Insurance Company

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
General Filing Requirements		
Transmittal Letter	14 VAC 5-100-40	For Paper Filings: Must be submitted in duplicate for each filing, describing each form, its intended use and kind of insurance provided.
	14 VAC 5-100-40 1	Forms submitted and described in transmittal letter must have a number that consists of digits, letters or a combination of both.
	14 VAC 5-100-40 2	Must clearly indicate if forms are replacements, revisions, or modifications of previously approved forms and describe the exact changes that are intended.
	14 VAC 5-100-40 3	Certification of Compliance signed by General Counsel or officer of company or attorney or actuary representing company is required.
	14 VAC 5-100-40 5	Description of market for which form is intended.
	14 VAC 5-100-40 6	For Paper Filings: At least one copy of each form must be included in the filing. A duplicate copy of forms must be submitted if company wants a "stamped" copy of forms for its records. A stamped self-addressed return envelope is required. The letter of transmittal must be addressed to: State Corporation Commission, Bureau of Insurance, P. O. Box 1157, Richmond, VA 23218
	Administrative Letter 1983-7	Must include the name and individual NAIC number of the company for which the filing is made.
Forms		
Form Number	14 VAC 5-100-50 1	Form number must appear in lower left-hand corner of first page of each form.
Company Name & Address	14 VAC 5-100-50 2	Full and proper corporate name (including "Inc.") must prominently appear on cover sheet of all policies and other forms. Home office address of insurer must prominently appear on each policy.
Final Form	14 VAC 5-100-50 3	Form must be submitted in the final form in which it will be issued and completed in "John Doe" fashion to indicate its intended use.
Application	14 VAC 5-100-50 4	Any policy form which is to be issued with an attached application, must be filed with a copy of the application completed in "John Doe" fashion to indicate its intended use. (If an application was previously approved, advise date of approval.)
Type Size	14 VAC 5-100-50 5	Forms must be printed with type size of at least eight-point.
Arbitration	§ 38.2-312	Contract may not deprive courts of Virginia jurisdiction in actions against insurer. Arbitration may not be binding.
Fraud Notice	§ 38.2-316 D 1	Title 38.2 of the Insured Code does not define "Insurance Fraud." Any notice regarding insurance fraud is in non-compliance with this section of the Code. Variations in a notice warning of consequences of making fraudulent statements are acceptable. The notice may disclose that it does not apply to Virginia or may disclose states where applicable.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
LTC Caution Notice	14 VAC 5-200-80 C 2	Required language in bold print .
30-Day Free Look	§ 38.2-5208 A	
Notice to Buyer	14 VAC 5-200-170 A 3	Required language.
General Policy Provisions		
Contents of Contracts	§38.2-305 A	Parties to policies/certificates named; subject of insurance; risks insured against; insurance takes effect; conditions pertaining to insurance.
Group A&S Definitions	§ 38.2-3521.1	This section provides that no policy or group accident and sickness insurance shall be delivered in this Commonwealth unless it conforms to one of the listed definitions.
Non-Defined Groups	§ 38.2-3522.1	Group A&S insurance offered to a resident of this Commonwealth under a policy issued to a group other than one described in Section 38.2-3521.1 shall be subject to certain requirements for policies issued in Virginia or in other states.
Policies Issued Outside of Virginia	§ 38.2-3523.2	Policies issued outside of this Commonwealth, providing coverage to residents of this Commonwealth, that do not qualify under Sections 38.2-3521.1 or 38.2-3522.1 shall be subject to the statutory requirements of this title.
Entire Contract	§ 38.2-3529	Each policy shall contain a provision that the policy, any application of the policyowner, and any individual applications of persons shall constitute the entire contract. It shall state that a copy of the application of the policyowner shall be attached to policy when issued, that all statements made by the policyowner and insureds shall be deemed representations and not warranties and that no written statement made by any person insured shall be used in any contest unless a copy of the statement is furnished to the person, his beneficiary or personal representative.
Grace Period	§ 38.2-3527	Each policy shall contain a provision that the policyholder is entitled to a grace period of not less than 31 days for the payment of any premium due, except for the first premium.
	14 VAC 5-200-65 A 3	The policy must specify an additional 30 days for an unintentional lapse of coverage.
Reinstatement	14 VAC 5-200-65 B	Reinstatement in the event of lapse if due to cognitive impairment or had a loss of functional capacity.
Misstatement of age	§ 38.2-3532	Each policy shall contain a provision that an equitable adjustment of premiums, benefits, or both, shall be made if the age of a person insured has been misstated.
Individual Certificates	§ 38.2-3533	Each policy shall contain a provision that the insurer will issue to the policyholder for delivery to each person insured a certificate of insurance.
Notice of Claim	§ 38.2-3534	Each policy shall contain a provision that written notice of a claim shall be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy.
Claim Forms	§ 38.2-3535	Each policy shall contain a provision that the insurer shall furnish forms for filing proof of loss within 15 days after the insurer has received notice of any claim.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
Proof of Loss	§ 38.2-3536	Each policy shall contain a provision that written proof of loss shall be furnished to the insurer within 90 days after the date of loss.
Time Payment of Claims	§ 38.2-3537	Each policy shall contain a provision that all benefits payable under the policy other than benefits for a loss of time shall be payable within 60 days after receipt of proof of loss.
Payment of Claims	§ 38.2-3538	Each policy shall contain a provision that benefits for loss of life of the person insured shall be payable to the beneficiary designated by the person insured. If policy contains family status conditions, beneficiary may be the family member specified by the policy.
Physical Examinations and Autopsy	§ 38.2-3539	Each policy shall contain a provision that the insurer shall have the right to examine the policy for whom a claim is made, when and as often as it may reasonably require during the pendency of a claim or make an autopsy where it is not prohibited by law.
Legal Actions	§ 38.2-3540	Each policy shall contain a provision that no action at law or in equity shall be brought to recover on a policy within 60 days after proof of loss has been filed in accordance with policy requirements and that no such action shall be brought after the expiration of 3 years from the time that proof of loss was required to be filed.
Claims Experience (Applies to employer groups only)	§ 38.2-3540.1	Each policy shall contain a provision that a complete record of the policyholders' claim experience shall be provided, upon request. This record shall be made available not less than 30 days prior to the date upon which premiums or contractual terms of policy may be amended.
Continuation or Conversion	14 VAC 5-200-60 D	Mandatory except for reasons stated.
Discontinuance and Replacement	14 VAC 5-200-60 E	Coverage and premium requirements under the replacement policy.
Incontestability	§ 38.2-5209	The provision contains specific incontestability language for long-term care insurance.
Termination Notice	§ 38.2-3542	Written notice of termination must be provided to certain employers prior to termination of coverage.
Prohibited Provisions	§ 38.2-5203	Specified provisions prohibited.
	§ 38.2-5205 A	Prior institutionalization may not be a requirement to receive benefits.
	14 VAC 5-200-190	Preexisting conditions and waiting periods may not be used in replacement policies.
LTC Policy Requirements		
Duration of Benefits	§ 38.2-5200	Coverage must be provided for a minimum of 12 months.
Preexisting Condition	§ 38.2-5204	Defines look-back period and limitation period for preexisting conditions.
	14 VAC 5-200-70 D	If policy includes limitations due to a preexisting condition, such limitations must be included and labeled as "Preexisting Condition Limitations".
Limitations or Conditions on Eligibility for Benefits	§ 38.2-5205 B 14 VAC 5-200-187	Permissible benefit triggers and requirements.
Definitions	14 VAC 5-200-50	Certain terms defined.

Comment [SCC1]: Incorporated into Disclosure section on next page.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
UCR Defined	14 VAC 5-200-70 C	The term must be defined If benefits are based on usual, reasonable and customary charges.
Limitations and Exclusions	14 VAC 5-200-60 B	
Extension of Benefits	14 VAC 5-200-60 C	
Right to Reduce Coverage and Lower Premiums	14 VAC 5-200-183	The policy shall include a provision that allows the certificateholder to reduce coverage and lower the premium.
Nonforfeiture Benefit Requirement	14 VAC 5-200-185 B	Offer made to the policyholder. Refer to the regulation for specifics.
Contingent Benefit Upon Lapse	14 VAC 5-200-185 C	If the offer of the nonforfeiture benefit is declined, the contingent benefit upon lapse shall be provided.
Required to Offer Inflation Protection	14 VAC 5-200-100 A	
Readability Certification	14 VAC 5-110-60	Readability certification is required if policy issued to a group with fewer than 10 members.
LTC Personal Worksheet	14 VAC 5-200-175-C 2	Must be in no less than 12-point type and include the information and in the format as shown in Form A.
Rates	§ 38.2-316	
Policy issued out-of-state covering residents of VA	14 VAC 5-200-155	Must submit proof that the group policy or certificate has been approved by a state having statutory or regulatory long-term insurance requirements similar to those in VA.
	14 VAC 5-130-60 A and 130-60 B	The regulation specifies rate filing and actuarial memorandum requirements.
Disclosures		
	38.2-5207 1; 14 VAC 5-200-200	The statute requires that an outline of coverage be provided to the insured. The statute also specifies the information that should be included in the outline.
	§ 38.2-5207 4; 14 VAC 5-200-70 H	Prominent disclosure identifying a certificate as a qualified or federally tax-qualified plan.
	14 VAC 5-200-70 I	A non-tax-qualified plan must be identified as such.
	14 VAC 5-200-75 D	Any reference to a premium increase shall disclose that notice of premium increase shall be at least 60 days prior to the increase.
	§ 38.2-5207 2 c	Statement that group master policy should be consulted to determine governing contractual provisions.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

REVIEW REQUIREMENTS	REFERENCE	COMMENTS
Policies that include issue ages of 65 or higher	14 VAC 5-170-150 E 1	Any policy marketed to persons age 65 or older must contain a notice that discloses that the policy is not a Medicare supplement policy or certificate.

Access to Administrative Letters, Administrative Orders, Regulations and Laws is available at:
<http://www.scc.virginia.gov/boi/laws.aspx>

The Life and Health Division, Forms and Rates Section handles group long-term care insurance. Please contact this section at (804) 371-9110 if you have questions or need additional information about this line of insurance.

Review Requirements Checklist
GROUP LONG-TERM CARE INSURANCE

I hereby certify that I have reviewed the attached group long-term care filing and determined that it is in compliance with the group long-term checklist.

Signed: Gina Jisonna

Name (please print): Gina Jisonna

Company Name: Metropolitan Life Insurance Company Date: 7/12/16

Phone No: (860) 656-3809 FAX No: (860) 656-3809

E-Mail Address: gjisonna@metlife.com

Long Term Care Insurance Rate Request Summary
Part 1 – To Be Completed By Company

Reset Form

Company Name and NAIC Number:	Metropolitan Life Insurance Company - 65978
SERFF Tracking Number:	META-130649719
Effective Date:	On Approval

Revised Rates

Average Annual Premium Per Member:	\$ 1083
Average Requested Percentage Rate Change Per Member:	39
Minimum Requested Percentage Rate Change Per Member:	39
Maximum Requested Percentage Rate Change Per Member:	39
Number of Policy Holders Affected :	665

Plans Affected

(The Form Number and “Product Name”)

Form#	“Product Name”(if applicable)
GPNP99-LTC G.LTC2798	Group Long Term Care

Attach a brief narrative to summarize the key information used to develop the rates including the main drivers for the revised rates.

This document is intended to help explain the rate filing and it is only a summary of the company’s request. It is not intended to describe or include all factors or information considered in the review process. For more detailed information, please refer to the complete filing.

Rate Increase Narrative

Over time, evidence emerged that LTC insurance certificateholders keep their certificates longer, collect their benefits earlier and use their benefits longer than we originally anticipated. As a result, actuarial pricing assumptions were changed to reflect new expectations – such as a larger number of claims and claims that lasted longer than initially expected. To update those premiums that were still based on outdated assumptions, many insurance companies requested increases to their LTC insurance premiums. These pricing challenges impacted the overall industry and were not unique to any one Company.



Metropolitan Life Insurance Company
NAIC Company Number: 65978
NAIC Group Number: 241

**VIRGINIA
READABILITY COMPLIANCE CERTIFICATION**

Title of Form: Limited Coverage Upon Lapse Following Premium Increase Endorsement

Policy Form Number: G-LCUL, G-LCUL-1, G-LCUL-2

I hereby certify that the Flesch reading ease score of the above policy form is the following:

Policy Form #	Words	Sentences	Syllables	Flesch Score
G-LCUL	602	38	1005	50
G-LCUL-1	572	38	956	50
G-LCUL-2	573	38	962	50

The type size of the text of the policy form is at least 10 point type.

I also certify to the best of my knowledge and belief that the policy form is in compliance with Section 38.2-3404 of the Code of Virginia and with the Rules and Regulations for Simplified and Readable Accident and Sickness Insurance Policies adopted pursuant thereto.

Thomas Sarnese
Vice President

Date: May 13, 2015

VACERTREAD



[AM/APIus variable material in yellow; BTS variable material in gray and red/bracketed/bold.]

Long-Term Care Insurance Coverage Change / Cancellation Form

[First Name] [Last Name]

[Leave out for insureds on Waiver of Contributions:]

Increased Premium Amount Date: [Effective Date of Increase]

Group Name: [Group Name]

Group No.: [Group No.]

If you intend to maintain your current coverage at the new increased premium, there is no need to complete this form.

Please use this form to request a decrease in your long-term care insurance coverage, if available, or to cancel your coverage. We recommend that you review the enclosed information on the current cost of long-term care before making any decisions. If you have any questions, you can speak with our customer service team at 1-800-438-6388, available between the hours of [8:00 a.m. and 11:00 p.m.], Eastern Time, Monday through Friday.

[A. Insert only for insureds who are provided decrease options:]

Coverage Decrease Option(s)

[A1.] [Insert only for insureds who have the option to reduce their DBA:]

☐ Reduce my Nursing Home [Daily][Monthly] Benefit Amount from [Current DBA] to [Reduced DBA]. This will change my premium from [Current Premium]/[mode] to [New Premium1]/[mode].

[A2.] [Insert only for insureds who have the option to reduce their TLB:]

☐ Reduce my Total Lifetime Benefit by adjusting my benefit duration from [Current years/days] to [Reduced years/days]. This will change my premium from [Current Premium]/[mode] to [New Premium2]/[mode].

You may call the customer service team at the phone number provided above to explore other possible decrease options. Our customer service team will take you through any available options and provide you with instructions on how to complete the section below. **Please do not select the Other Coverage Change option if you have not discussed your options with our customer service team.**

☐ Other Coverage Change (Our customer service team will provide instruction on how to complete this section): _____

[B. Insert for insureds who are NOT provided decrease options:]

Possible Coverage Decrease Option(s)

You may call the customer service team to explore possible decrease options. Please be aware that in some situations—for example, if your coverage is already at the lowest available level—

you will not be able to decrease your coverage. Our customer service team will take you through any available options and provide you with instructions on how to complete the section below. **Please do not complete this section if you have not discussed your options with our customer service team.**

- ☐ Coverage Change (Our customer service team will provide instruction on how to complete this section): _____

Coverage Cancellation Option

[A. or B. Insert for insureds with no nonforfeiture feature (applies to insureds with CBUL) OR insureds with nonforfeiture feature that will pay benefits less than those of LCUL:]

- ☐ Please CANCEL my coverage. I understand that I will be provided with coverage under a Limited Coverage Upon Lapse Following Premium Increase Endorsement ("LCUL"). *As you consider this option, please note that this is **limited** coverage and does not provide the same level of coverage you currently have.*

[C. Insert for insureds who will be provided with a choice between their current nonforfeiture feature and LCUL:]

- ☐ Please CANCEL my coverage and apply the limited coverage under the **nonforfeiture feature** that is included in my certificate. *As you consider this option, please note that this is **limited** coverage and does not provide the same level of coverage you currently have.*
- ☐ Please CANCEL my coverage and apply the **Limited Coverage Upon Lapse Following Premium Increase Endorsement ("LCUL")**. I understand in making this selection that I waive my rights under any other nonforfeiture feature. *As you consider this option, please note that this is **limited** coverage and does not provide the same level of coverage you currently have.*

[D. Insert for insureds with a nonforfeiture value that is greater than or equal to the value of LCUL:]

- ☐ Please CANCEL my coverage. I understand that this will trigger coverage under the nonforfeiture feature that is included in my certificate. *As you consider this option, please note that this is **limited** coverage and does not provide the same level of coverage you currently have.*

[E. Insert for insureds with paid-up coverage with a layer of non-paid-up coverage:]

- ☐ Please CANCEL the portion of my coverage that is not paid-up. I understand that I will retain the portion of my coverage that is paid-up, and the portion of my coverage on which I am making premium payments will end. *Please note that the portion of your coverage that is paid-up is **not** subject to the premium increase.*

Signature: _____

Date: _____

Please sign, date and return this form to the address listed below by [Coverage Change Receipt Date].

**Metropolitan Life Insurance Company
Long-Term Care
PO Box 14634
Lexington, KY 40512-9938**

Phone: [1-800-438-6388]



Metropolitan Life Insurance Company

A. Optional Inflation Increase (*available only if shown in SCHEDULE OF BENEFITS*)

At least once every 2 years, We will offer You the option to request an Optional Inflation Increase. If You accept this offer, Your Nursing Home Benefit will increase at a rate of at least 5% compounded annually for the period from the effective date of the previous Optional Inflation Increase offer and extending until the effective date of the current Optional Inflation Increase offer. All other Benefits (including the Total Lifetime Benefit) that are computed either as a percentage or multiple of the Nursing Home Benefit will also increase at the same percentage rate as Your Nursing Home Benefit increases. However, if You have received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will increase by that same percentage rate.

You are eligible to request an Optional Inflation Increase without providing proof of good health only if You accepted Our offer for an Optional Inflation Increase at least once during the last two consecutive times this offer was made to You. We may waive this requirement, at Our sole discretion, without prejudice to our right to enforce it at a future date.

The Optional Inflation Increase offer will be made by Us without regard to Your age, claim status, claim history or length of time You have been Covered under This Plan.

An Optional Inflation Increase will take effect on the date specified in the Optional Inflation Increase Offer.

Metropolitan Life Insurance Company
1300 Hall Boulevard
Bloomfield, CT 06002
Tel 860-656-3809
gjisonna@metlife.com



Gina Jisonna
Sr. Product Consultant

March 13, 2017

Janet Houser
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157

Re: State Tracking #: META-130649719
Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW
Project Name/Number: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Dear Ms. Houser:

Thank you for your response dated July 28, 2016. Here are the answers to your questions:

Objection 1

1. Please provide the issue dates of the certificates for which a rate increase has been proposed.
[Attachment 1 displays the issue dates of the certificates.](#)
2. Please explain the comment in General Information that states the increase will not apply to any group policy issued with rates that were based on prospective premium rate increase approved by our Department on 12/4/2009 for policies issued on or after July 1, 2010. Please provide the SERFF tracking number of this filing. This filing appears to be applicable to pre-stability policies only and the increase would affect only certificates under those policies issued before October 1, 2003.
[The SERFF tracking number of the filing applicable to pre-stability policies is: META-130649751.](#)
3. General Information states the written premium change and written premium for this program reflects premium information for certificates issued to residents of your state under group policies issued from within and "from outside" of your state. As set forth in Section 38.2-316 A our authority for group policies is based on state of issue. Please make the appropriate changes in this information which should only reflect that data which is based on group policies issued in this state. This would also apply to the number of affected policyholders (certificate holders) in the Rate/Rule Schedule which should

only reflect certificates issued under group policies issued in our state and not policies issued outside of the state of Virginia.

Please see Section 22 in the Actuarial Memorandum. The premium change is \$216,705

Objection 2: L&H Actuarial Memorandum

The memorandum states the rate increase will only apply to certificates under group policies effective before 10/1/2003; however, under the Applicability section, it states this filing is applicable to inforce group long term care policies issued for delivery in our state before December 31, 2013. Please clarify.

The certificates affected by this filing are only those effective before 10/1/2003. The latter statement is part of the general Actuarial Memorandum used in all states.

Please amend the memorandum under Proposed Effective Date to provide a 75 day notice which is now required under 14VAC5-200-75 D. This would also apply to the Certificateholder Options.

The Actuarial Memorandum provides for the 75 day notice. MetLife will, of course, comply with Virginia Code during implementation.

Objection 3: L&H Actuarial Memorandum, Endorsements G.LCUL, G.LCUL-1, G.LCUL-2

The company has attached three new endorsements to provide limited coverage upon lapse following the contribution increase endorsement. According to the memorandum, the certificateholder will have nonforfeiture coverage as follows:

1. If there is no nonforfeiture feature in the certificate, the company will offer the Limited Coverage Upon Lapse Premium Increase Endorsement (LCUL). Why is this necessary since the company must provide a contingent benefit upon lapse (CBUL) as set forth in 14VAC5-200-75 D1 a?

The age restriction is removed from the LCUL feature. Therefore, any insured that lapses between the date of the letter and 120 days following the first due date of the increased premium, regardless of their age and the rate increase, will receive LCUL.

2. If the certificate has the nonforfeiture feature, but it will provide no benefit or a lower benefit than the LCUL, the company will issue the LCUL. Under what circumstance would the nonforfeiture feature not provide a benefit as set forth in 14VAC5-200-185 E 3?

The most common reason why the nonforfeiture feature would not provide a benefit is that the insured did not have their nonforfeiture benefit for the minimum amount of time required to vest.

3. If the certificate has the nonforfeiture feature and will pay benefit equal or greater than the LCUL, the nonforfeiture benefit will be provided. The company has indicated the benefits under the LCUL are the same as CBUL. The benefits under the CBUL are also the same as what is available under the nonforfeiture benefit pursuant to 14VAC5-200-185 E 3.

As stated in number 1 above, the difference is that the age restriction is removed from the LCUL feature. Therefore, any insured that lapses between the date of the letter

and 120 days following the first due date of the increased premium, regardless of their age and the rate increase, will receive LCUL.

4. If the certificate has the nonforfeiture feature that will pay different benefits than those under the LCUL, the insured would be given a choice to either receive benefits under the nonforfeiture benefit or the LCUL. As stated above benefits under the LCUL are the same as CBUL and would be the same under the nonforfeiture feature. If MetLife is unable to determine which would Nonforfeiture would better benefit the insured, MetLife will provide a choice of Nonforfeiture options; their existing Nonforfeiture or LCUL.
5. If the certificateholder qualifies for coverage under the CBUL, the company will issue the LCUL instead. Again, it is unclear the purpose of the LCUL. Please explain the purpose of the LCUL and why the CBUL is not sufficient.
As stated in number 1 above, the age restriction is removed from the LCUL feature. Therefore, any insured that lapses between the date of the letter and 120 days following the first due date of the increased premium, regardless of their age and the rate increase, will receive LCUL.

Objection 4: L&H Actuarial Memorandum

Please remove the previous state filing number META-127362661 under the Rate Action Information column in the Rate/Rule Schedule since this filing was never approved.

Please attach a copy of the current rates to supporting documentation.

A copy of the current approved rates is included with this filing.

Are there any riders that will be affected by this rate increase? If so, the rider form numbers, exactly as approved, should be included in the Affected Form Numbers column with the appropriate rate attachments. Please amend the Actuarial Memorandum to include the forms and description of the benefits.

The Actuarial Memorandum has been updated.

Objection 5: Long Term Care Insurance Rate Request Summary

We note a brief narrative was attached under the Actuarial Memorandum section in Supporting Documentation. Please attach the narrative as a second page to the Rate Request Summary. The narrative, however, should be more explanatory as this will be placed on our website for consumers to access. Please explain in consumer friendly language why interest rates, mortality, lapse and morbidity assumptions changed and how those changes impacted the long term care rates.

A narrative has been added as the second page of the Rate Request Summary.

It appears, however, an incorrect form was attached. The correct form is included and should be completed as indicated with the narrative as a second page.

The correct Rate Request Summary has been included with a narrative added as page 2.

Objection 6: - Group Certificateholder Letter

The Virginia State Corporation Commission in 2015 adopted revisions to the Rules Governing Long-Term Care Insurance set forth in Chapter 200 of Title 14 of the Virginia Administrative Code. As part of the revisions, the commission revised the requirements for policyholder notifications regarding rate increases as stated in 14 VAC5-200-75 D. As a result, the company will need to submit for review a policyholder notification letter in compliance with the requirements of 14VAC5-200-75. For compliance with this regulation, please address the following concerns:

1. For compliance with 14 VAC5-100-50 1 and 2, please attach the policyholder letter to the Form Schedule in SERFF. A form number must appear in the lower left-hand corner of the first page. The full and proper corporate name of the insurer shall prominently appear. [The full name & form number has been added to policyholder letter.](#)
2. It is not necessary to file separate letters for each requested long term care rate increase provided the filed letter contains the appropriate variability to accommodate various scenarios. Please let us know if the company prefers to submit one letter or a separate letter for each filing. Please provide a statement of variability explaining any bracketed information in the letter. [We prefer to submit one letter. A statement of variability is included with our response.](#)
3. For compliance with 14VAC5-200-75 D, please make the following changes:
 - a. An explanation that similar options will be available in the event of a future rate increase. [The sentence has been revised as follows:
“In the event of future rate increases, similar options may be available; however, decreases in coverage can be made at any time, per the provisions of your certificate. Please note that an insured may be at the minimum benefit and may not receive any options on their letter. They will be able to call Customer Service to explore what options may be available to them.](#)
 - b. The insured has a right to a revised premium rate or rate schedule. [The following language was added to the insured letter:
Prior to being billed for a rate increase, you will receive a confirmation of your new premium in a separate mailing and have a right to request this confirmation at any time.](#)
 - c. A disclosure that all options available may not be equal. As a disclosure, this information should be emphasized such as by bolding, highlighting or using larger print. [The disclosure was added.](#)
 - d. A disclosure that in the case of a partnership policy, some benefit reduction options may result in loss in partnership status that may reduce the policyholder protections. Again, this should be emphasized such as by bolding, highlighting or using larger print. [A partnership policy does not apply to our group business.](#)

e. A clear identification of the driving factors of the premium rate increase.

The sentence has been revised.

f. Include the required wording as set forth in 14VAC5-200-75 D 4 and refer to "Virginia's State Corporation Commission" rather than just "the commission" as referenced in the regulation.

The required wording has been included in the letter.

4. As stated in our previous objections, the LCUL may not be necessary and any references to it should be removed from the letter.
The LCUL language is included in the letter and while it may not be necessary, we feel it's important that the insured be aware that in the event he/she lapses their certificate due to the rate increase they will receive limited coverage under the LCUL.
5. Insert paragraph E relates to an insured with paid-up coverage with a layer of non-paid up coverage. Please provide us an example of this type of situation and how it is administered.
Partially Paid Up Example: Insured bought original coverage 6/1/1995 for \$100 DBA for \$50/month and has a 20 year paid up provision. On 6/1/2001 insured increased DBA through the Optional Inflation Offer and increased DBA to \$115 for an additional \$10/month (total premium now \$60/month). The \$100 DBA would become fully paid up on 6/1/2015 and premium would decrease to \$10/month. As we look to increase premiums, the rate increase would only impact the \$10/month still owed. A 42% increase would increase amount owed \$14.20/month. Insured would pay \$14.20 until 6/1/2021 at which time the coverage would become fully paid up (assuming no additional coverage increases are requested).
6. There is a reference to an Optional Inflation Increase Provision; and if eligible, a separate communication will be sent. Please attach a copy of this provision and the communication to Supporting Documentation. In regards to an inflation rider, will the policyholder only be able to reduce the inflation protection to a lower percentage based on those percentages currently offered or has the company determined actuarially a percentage reduction that would allow the rate increase to be zeroed out if accepted which would result in no rate increase, commonly referred to as a landing spot?
We have removed the Placeholder for Inflation Offer from the insured letter. We have removed the Placeholder for Inflation Offer from the insured letter. Inflation offers are scheduled separately for those insureds that have an optional inflation feature in their certificate. Optional inflation offers are made at least once every 2 years. If the insured accepts the offer, their Nursing Home Benefit will increase at a rate of at least 5% compounded annually for the period from the effective date of the previous Optional Inflation Increase offer and extending until the effective date of the current Optional Inflation Increase offer. All other Benefits (including the Total Lifetime Benefit) that are computed either as a percentage or multiple of the Nursing Home Benefit will also increase at the same percentage rate as their Nursing Home Benefit increases. If the insured has received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will increase by that same percentage rate. No

underwriting is required if the insured accepts an Optional Inflation Increase at least once during the last two consecutive times the offer was made. As it relates to landing spots, we are willing to discuss this issue with you, but wish to point out that the automatic inflation feature is not a significant part of our group long-term care business.

7. Please attach a copy of the Coverage Change/Cancellation Form to Supporting Documentation. Is this form attached to the certificate? The letter states the company must still receive this form even if the CBUL is elected. The CBUL is automatically in effect if the insured meets the trigger points and the certificate lapses within 120 days of the due of the premium so increased as set forth in 14VAC5-200-185 D3. A form is not required. Please amend the letter accordingly.
[Sample Coverage Form is included with this response.](#)
8. Please provide a copy of the cost of care chart that will be enclosed with the letter.
[Chart is attached with this response.](#)

Objection 7

Please advise how the certificate is updated for such benefit changes. If the policy is revised or changed in any way, the certificate holder must first agree to the changes and the certificate must be amended or endorsed by an approved form such as a rider, endorsement, application or schedule of benefits that has been reviewed and approved by the Virginia Bureau of Insurance. The document must be dated or have an indication of the effective date of change in the policy benefits, state that a change is being made to the policy and this new document will be made a part of the contract. If the company has such forms available for this purpose, please provide a copy of the form, the SERFF tracking number and date of approval. If the company does not have any available documents to effectuate such changes, a form will need to be submitted for review and approval. It can be attached to this filing if desired. Please keep in mind, there are several options provided in the policyholder letter to reduce the effect of the rate increase. Please be sure all options are covered in the new form or forms including the contingent benefit upon lapse and/or optional nonforfeiture benefit. If the company chooses to include variability in the form, please provide a statement of variability. A Certification of Compliance would be required in accordance with 14VAC5-100-40 3 as well as Readability Certification in accordance with 14VAC5-110-60.

Forms for updating the certificate should only be submitted once for review and approval and may be used with multiple filings.

[If an insured requests changes to their policy, a new Schedule of Benefits page is sent with a cover letter. The Schedule of benefits is part of the policy that was approved by the department in 2002 and reflects the effective date of the change. A copy of the policy has been provided. The Schedule of Benefits is located on page 3.](#)

Objection 8: L&H Actuarial Memorandum

Please advise if the company wishes to request a series of scheduled rate increases that are actuarially equivalent to a single amount requested over the lifetime of the policy as set forth in 14VAC5-200-150 C. If so, please advise what the increases would be at each implementation period and amend the Actuarial Memorandum and policyholder letter accordingly. Rate schedules for each implementation period would need to be attached to the Rate/Rule Schedule.

The Company requests a single rate action for this block.

Objection 9: L&H Actuarial Memorandum
Please provide the following:

1. Based on the revised 14VAC5-200-150 B, benefits will be deemed reasonable for pre-stability policies only provided the expected loss ratio is greater of 60% or the lifetime loss ratio used in the original pricing applied to the current rate schedule plus 75% applied to any premium rate increase for group policy forms. Based on section 14 of the memorandum, it appears the Company has used the requirement applicable to post stability policies as set forth in 14VAC5-200-153D. Please revise the exhibit accordingly. [Exhibit II has been updated accordingly. Benefits are well within the requirements of Virginia.](#)
2. The Supplement to the Actuarial Memorandum states the interest rate used is consistent with that assumed in the determination of premiums (6%). For pre-stability policies, as set forth in 14VAC5-200-150 B revised in September 2015, notwithstanding the provision of 14VAC5-130-50 with regard to interest, demonstrations of loss ratios shall be made in compliance with the Rules Governing the Filing of Rates for all Individual and Certain Group Accident and Sickness Insurance Policy Forms (14VAC5-130). All present and accumulated values used to determine rate increases, including the lifetime loss ratio used in the original pricing, shall use the maximum interest rate for contract reserves as specified in Section 38.2-1371 of the Code of Virginia. Please revise exhibits accordingly.
[All exhibits accompanying the Actuarial Memorandum use the valuation rates specified by Virginia Code. The exhibits presented merely simplify the presentation by using a weighted average of the required rates which changed during the time the policy was offered. Attachments included with the Supplement represent additional scenarios requested by Virginia in past objections and are provided for your convenience.](#)
3. Advise in what states the company has requested rate increases on this block, how the rate changes requested in Virginia compare with those requested in other states, and the current status of the reviews in other states.
[A State Rate Action Summary is included with this response.](#)
4. Please provide a loss ratio projection reflecting the actual historical experience during the historical experience period and then, utilizing the actual inforce as of the projection date, projecting forward the expected earned premiums and incurred claims using the original pricing assumptions for interest, mortality, morbidity and persistency into the future and assuming the future premiums are paid based on the original premium scale with no increases.
[Please see Attachment 2.](#)
5. Please provide a loss ratio projection (both past and future) which reflects all of the original pricing assumptions for interest, mortality, morbidity, persistency and premium

Comment [JJ1]: It looks as if we complied with the 60%/75% rule in the filing exhibit, but the act memo section 14 (page 6) indicated a 60%/80% split. The post-RS rule indicates the standard 55%/85% split, and our post-RS submission complied with that.

scale, but uses the actual distribution of policies as issued rather than the originally assumed mix of business.

Attachment 2 includes a detailed projection of the loss ratios requested, plus a summary of historical and projected loss ratios in the totals at the bottom.

6. Please identify the amount of Active Life reserves related to these policies and include the Active Life reserves in the determination of the Future Loss ratio.

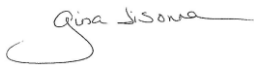
Please see Attachment 3.

7. Please re-state the nationwide experience using Virginia approved rates.

Exhibit I from the original filing, top and bottom (Virginia approved rates and Virginia rates with the requested rate action, respectively) reflect the numbers requested.

Thank you for your timely response and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Gina Jisonna", with a large, stylized initial "G" that loops around.

Gina Jisonna

Summary of 2016 Long Term Care Costs

MetLife

Take a look at the chart for the **average annual cost of long term care** in your area*.

You may discover it is more expensive than you thought.

Region ¹	State	Average Annual Rates		
		Nursing Home Semi-Private Room	Assisted Living Facility ²	Home Care ³
Anchorage	AK	\$168,280	\$60,658	\$37,037
Montgomery	AL	\$75,752	\$46,613	\$22,659
Little Rock-North Little Rock	AR	\$64,817	\$52,242	\$25,519
Tucson	AZ	\$76,843	\$54,484	\$30,459
Phoenix-Mesa	AZ	\$94,290	\$52,463	\$30,082
Los Angeles-Orange County	CA	\$98,776	\$61,074	\$29,575
San Francisco-Oakland	CA	\$122,983	\$64,203	\$34,047
San Diego	CA	\$101,269	\$57,957	\$30,771
Colorado Springs	CO	\$90,973	\$56,869	\$31,694
Hartford	CT	\$153,183	\$70,121	\$31,889
Bridgeport-Stamford-Norwalk	CT	\$167,966	\$79,784	\$33,475
District of Columbia-Baltimore	DC	\$124,034	\$71,861	\$29,471
Wilmington-Atlantic City-Philadelphia	DE	\$130,185	\$71,114	\$29,900
Miami-Fort Lauderdale	FL	\$101,612	\$47,792	\$22,984
Orlando	FL	\$105,160	\$49,094	\$26,403
Atlanta	GA	\$76,668	\$53,991	\$25,831
Honolulu	HI	\$123,107	\$70,629	\$32,799
Des Moines	IA	\$80,986	\$52,894	\$31,837
Boise City	ID	\$94,374	\$48,175	\$28,444
Chicago-Gary-Kenosha	IL	\$100,196	\$65,301	\$29,926
Springfield	IL	\$68,255	\$63,165	\$26,975
Indianapolis	IN	\$88,166	\$53,302	\$28,119
Wichita	KS	\$73,639	\$54,958	\$35,815
Lexington	KY	\$77,281	\$50,130	\$28,197
Shreveport-Bossier City	LA	\$62,079	\$39,696	\$24,427
Baton Rouge	LA	\$62,568	\$44,389	\$25,428
Boston-Worcester-Lawrence	MA	\$144,920	\$75,689	\$34,476
Baltimore-District of Columbia	MD	\$124,034	\$71,861	\$29,471
Portland	ME	\$126,359	\$80,876	\$32,357
Grand Rapids-Muskegon-Holland	MI	\$96,908	\$58,219	\$29,861
Detroit-Ann Arbor-Flint	MI	\$99,094	\$59,173	\$28,041
Minneapolis-St. Paul	MN	\$108,306	\$53,251	\$39,195

*Please note these are Annual Costs. Your Coverage is based on Daily or Monthly Benefit Amount

Average Annual Rates

Region ¹	State	Nursing Home Semi-Private Room	Assisted Living Facility ²	Home Care ³
St. Louis	MO	\$69,894	\$56,076	\$28,184
Kansas City	MO	\$75,183	\$55,341	\$28,041
Jackson	MS	\$70,748	\$40,103	\$23,595
Billings	MT	\$85,465	\$46,595	\$33,150
Charlotte-Gastonia-Rock Hill	NC	\$84,304	\$59,457	\$27,326
Raleigh-Durham-Chapel Hill	NC	\$92,630	\$64,977	\$27,261
Fargo-Moorhead	ND	\$96,513	\$36,302	\$36,439
Omaha	NE	\$92,312	\$51,598	\$30,979
Manchester-Nashua	NH	\$115,314	\$68,312	\$32,149
Northern New Jersey-New York-Long Island	NJ	\$137,952	\$79,771	\$30,498
Albuquerque	NM	\$94,488	\$50,886	\$28,860
Las Vegas	NV	\$79,928	\$47,170	\$28,028
Albany-Schenectady-Troy	NY	\$129,049	\$58,272	\$31,590
Syracuse	NY	\$131,437	\$54,045	\$36,049
New York-Long Island-Northern New Jersey	NY	\$137,952	\$79,771	\$30,498
Columbus	OH	\$87,480	\$61,084	\$29,003
Cleveland-Akron	OH	\$92,378	\$60,447	\$26,533
Tulsa	OK	\$56,677	\$57,807	\$30,355
Oklahoma City	OK	\$64,696	\$47,487	\$27,313
Portland-Salem	OR	\$108,033	\$56,223	\$32,357
Pittsburgh	PA	\$111,325	\$50,800	\$29,003
Philadelphia-Wilmington-Atlantic City	PA	\$130,185	\$71,114	\$29,900
Providence-Fall River-Warwick	RI	\$112,734	\$64,494	\$33,917
Columbia	SC	\$90,724	\$51,994	\$24,674
Sioux Falls	SD	\$81,943	\$48,250	\$30,953
Rapid City	SD	\$81,578	\$41,486	\$33,527
Memphis	TN	\$72,022	\$53,796	\$24,427
Nashville	TN	\$81,315	\$50,233	\$26,702
Dallas-Fort Worth	TX	\$61,181	\$54,471	\$27,846
Houston-Galveston-Brazoria	TX	\$62,349	\$60,592	\$29,003
Salt Lake City-Ogden	UT	\$84,377	\$50,019	\$32,188
Richmond-Petersburg	VA	\$90,440	\$60,135	\$27,248
Burlington	VT	\$113,909	\$61,220	\$34,502
Seattle-Tacoma-Bremerton	WA	\$116,789	\$63,580	\$35,698
Madison	WI	\$99,736	\$57,656	\$35,165
Milwaukee-Racine	WI	\$124,053	\$58,446	\$32,474
Charleston	WV	\$115,179	\$57,094	\$25,714
Casper	WY	\$83,768	\$46,890	\$33,579
Cheyenne	WY	\$93,060	\$60,276	\$30,654

1 – Geographical regions defined by the US Census Bureau Office of Management and Budget.

2 – Assisted Living Facilities based on 1 Bedroom

3 – Home Care based on 5 hours of care per day, 5 days per week.

Source:
LTCG 2016 Cost of Care Study,
Release date January 2017

These costs reflect 2016 prevailing market costs.

MetLife

Metropolitan Life Insurance Company
New York, NY 10166

L0217490726[exp0218]



NAIC Company No. is 65978

STATEMENT OF VARIABILITY

Insured Notification Letter

- First page, header: The company address is bracketed, in the event it changes in the future.
- First page, Letter date [Date of Letter] is dependent upon when VA approves the rate filing and the implementation process begins.
- First page: Insured name/address, Group name and number is variable and customized for each insured.
- There are specific paragraphs that will be inserted dependent upon whether the insured is on premium waiver (1st and 2nd page on the letter.)
- The bracketed [XX%] fields within the second and third paragraphs on the first page is dependent on the increase that VA approves.
- The bracketed [DATE] fields within the second and third paragraphs on the first page are variable and customized for each insured.
- Last sentence on the first page, continues on the second page: The language that begins with “Over time....and ends with than initially expected,” is variable Should revisions to the language become necessary, we will revise the insured letter and statement of variability and file for review with the Bureau prior to implementing the revised language.
- Second page, fourth paragraph - If the full requested percentage is not approved, this paragraph will be included in the letter. The paragraph will include the percentage approved by VA (in brackets) and gives notice to the insured of our intent to request an additional rate increase.
- Page 2, Current Premium Amount \$0.00/mode, Increased Premium Amount \$0.00/mode – will be customized for each insured. Please note there are specific paragraphs that will be inserted dependent upon whether the insured is on premium waiver.
- ***Insert instructions apply to our third-party administrator when a variable option is applicable to an insured. If a variable option is not applicable, then insert instruction(s) and the variable option(s) will not appear in the policyholder notification letter.***
- Page 3, Section A: Bracketed paragraphs will appear for insureds receiving a decrease offer.
 - Page 3, Section A1: Reduce your Nursing Home [Monthly] [Daily] Benefit Amount from [\$Current DBA] to [\$Reduced DBA] – this section will appear and be customized for insureds receiving an offer to reduce their Monthly or Daily Benefit amount.
 - Page 3, Section A2: Reduce your Total Lifetime Benefit by adjusting your benefit duration from [Current years/days] to [Reduced years/days] – this section will appear and be customized for insureds receiving an offer to reduce their Total Lifetime Benefit.
 - Page 3, Section A2: The customer service number is bracketed, in the event it changes in the future.
- Page 3, Section B2: This paragraph will be included if the insured's coverage is already at the lowest available level. If the insured would like to discuss possible options, they are directed to call our customer service team at 1-800-438-6388. The customer service number is bracketed, in the event it changes in the future.

- Page 3, Section 3A - **End Your Coverage** – The two paragraphs will appear for insureds with no nonforfeiture.
- Page 4, Section 3B – **End Your Coverage** – The two paragraphs will appear for insureds with nonforfeiture benefits that will pay benefits less than those of Limited Coverage Upon Lapse (LCUL).
- Page 4-5, Section 3C – **End Your Coverage** – The four paragraphs will appear for those insureds who will be provided a choice between their current nonforfeiture and LCUL.
- Page 5, Section 3D – **End Your Coverage** – The paragraph will appear for those insureds with a nonforfeiture value that is greater than or equal to the value of LCUL.
- Page 5, Section 3E – **End Your Coverage** – The paragraph will appear for those insureds with paid up coverage with a layer of non-paid up coverage.
- Page 5, paragraph under 3E – Call Center telephone number and hours are bracketed, in the event they change in the future.
- Page 5, paragraph after Call Center number/hours – The paragraph will appear if an inflation offer either coincides with or occurs within [x] months of the insured's effective date of their rate increase. [x] will noted upon approval of the rate increase by VA.
- Page 5, **Next Steps** – Bracketing around Coverage Change Receipt Date - the date that will appear will be 30 days from the date of the insured letter.
- Page 6 – the two paragraphs with insert instructions – The appropriate paragraph will appear for those insureds that end their coverage with options A, B or C (noted on the insured letter.). Coverage Change Receipt Date - the date that will appear will be 30 days from the date of the insured letter. ***Insert instructions apply to our third-party administrator when a variable option is applicable to an insured. If a variable option is not applicable, then insert instruction(s) and the variable option(s) will not appear in the policyholder notification letter.***
- Page 6 – The signature, name and title on the letter is bracketed, in the event it changes in the future.
- Page 6 – The enclosures are bracketed in the event they change in the future.

METROPOLITAN LIFE INSURANCE COMPANY

Statement Regarding Variable Provisions in
Certificate Form G.LTC6197

050307049007

CERTIFICATE FACE PAGE

- (1) Changes to the Certificate Face Page will be in compliance with applicable laws or regulations.
- (2) In the "Caution", "If You were required to provide proof of good health in connection with Your request to obtain Coverage", may be deleted for a particular plan.
- (3) The address in the "Caution" may be changed to another address.
- (4) The term "ABC Company" will be changed to show a particular Group Policyholder's name.
- (5) The Group Policy Number, "12345-G" will be changed to reflect a specific number assigned to a particular employer.
- (6) [] in the bottom right hand corner is reserved for administrative coding. For example, a state abbreviation.

SCHEDULE OF BENEFITS

- (7) The Schedule of Benefits will reflect the options chosen by the covered person. The Nursing Home benefit choices may range from \$50 to \$500 depending on a particular plan or will be revised to reflect nursing home costs in the future.
- (8) The term "NursingHome Plan" may be changed to some other term to describe coverage. For example, "Facilities Only Plan".
- (9) Any or all of the following may be deleted for a particular plan or if required by federal law to maximum tax qualification:
 - "Initial Care Advisory Visit"
 - "Transition Benefit"
 - "Hospice Facility"
 - "Assisted Living Facility"
- (10) The reference to "Reasonable & Customary" may be deleted for a particular plan.

- (11) The term and meaning "Usual and Customary" may replace "Reasonable and Customary".
- (12) Any of the following will be deleted if the option is automatically included in the plan or the Policyholder has rejected the offer and not a choice for the insured:

"Inflation Protection Feature"
"Nonforfeiture Coverage"

- (13) The number of Care Advisory Visit(s) allowed may be changed for a particular plan. However, not less than "1" nor more than "12".
- (14) The Care Advisory Visit(s) may be reflected as an annual dollar amount.
- (15) "Initial" may be deleted from "Initial Care Advisory Visit" for a particular plan that allows more than one visit.
- (16) The number of CARE ADVISORY VISITS allowed may be further changed, for a particular plan, to allow for unlimited visits.
- (17) The amount (\$250) allowed for an initial Care Advisory Visit may be changed to another amount, however, not less than "\$250" nor more than "\$1,000".
- (18) The benefit may be reflected as a weekly or monthly amount.
- (19) The benefit percentage for the Assisted Living Facility Benefit may be changed to another number, however, not less than "50" nor more than "100" for a particular plan.
- (20) The multiplier for the Transition Expense Benefit may be changed to another number, however, not less than "1" nor more than "25" for a particular plan.
- (21) The "Total Lifetime Benefit" choices may range from "2" to "10" years ("730 days" to "3650 days") or may be extended to the lifetime of the insured.
- (22) The "Total Lifetime Benefit" may be rounded to not less than the next higher \$1,000 nor more than the next higher \$10,000 (if not already an exact multiple of xx) for a particular plan.
- (23) If the plan does not include Actively at Work, the effective date may be the 1st of the month following acceptance.

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- (24) This may be changed to reflect the provisions included in a particular plan.

DEFINITIONS

- (25) The definitions may change as follows:
- a. because of the newness of the federal law and uncertainty of exact meaning, the meaning may change if it's something other than we thought or if required by Federal law to maintain tax qualification.
 - b. because the nature of facilities and/or caregivers is evolving, the meanings will have the flexibility to be revised.
- (26) The term "Actively at Work" may be deleted for a particular plan or may be revised to meet the requirements of a particular plan.
- (27) The term "Activities of Daily Living" may be changed by deleting any one of the six items listed as Activities of Daily Living.
- (28) The meaning of "Activities of Daily Living" may be changed if required by federal or state law to maintain tax qualification.
- (29) The term and meaning of "Assisted Living Facility" may be deleted if not included in a particular plan.
- (30) The meaning of "Bed Reservation Benefit" may be changed by deleting Assisted Living Facility and/or Hospice Facility from the meaning for a particular plan.
- (31) The meaning of "Bed Reservation Benefit" may be changed if required by Federal law to maintain tax qualification.
- (32) The term and meaning of "Bed Reservation Benefit" may be deleted if required by Federal Law to maintain tax qualification.
- (33) The term "Child" may be deleted or changed to meet the requirements of a particular plan or state law.
- (34) The meaning of "Contribution(s)" may be changed to reflect a particular plan. For example, this may be changed to reflect an employer pay all plan.
- (35) The meaning of "Contribution Due Date" may be changed to reflect a particular plan. For example, this may be changed to reflect an employer pay all plan.

- (36) The term and meaning of "Coverage Option" may be added for a particular plan that offers different plan options.
- (37) The meaning of "Covered Person(s)" may be changed to define the class or classes of individuals eligible for insurance under the policy.
- (38) "Participating Employer" may be substituted for "Group Policyholder".
- (39) The term "Eligible Employee" may be changed to another term. For example, "Eligible Participant", "Eligible Certificateholder", "Eligible Member", "Eligible Taft Hartley Employee" or "Eligible Union Member".
- (40) The term "Eligible Family Member" may be changed to another term. For example, "Eligible Dependent".
- (41) The meaning of "Eligible Family Member" may be changed by deleting any or all of the following for a particular plan:
- "Surviving Spouse"
 - "Parent"
 - "Grandparent"
 - "Child"
- (42) The term "Eligible Retiree" may be changed to another term. For example, "Eligible Pensioner".
- (43) The term "Eligible Retiree" may be deleted for a particular plan.
- (44) The meanings of the terms "Eligible Employee", "Eligible Family Member" and "Eligible Retiree" may be changed to reflect a particular plan. For example, they may be defined as classes and classes may be further defined by method of payment of Contributions or to replace "Group Policyholder" with "Participating Employer".
- (45) The meaning of "Formal Caregiver" may be changed by deleting "do not" for a particular plan.
- (46) The meaning of "Formal Caregiver" may be further changed by deleting any or all of the following:
- "Care Advisor"
 - "Therapist"
 - "Social Worker"
- (47) The term "Grandparent" may be deleted for a particular plan.

- (48) The meaning of "Group Policyholder" may be changed to reflect a particular plan.
- (49) The term and meaning of "Participating Employer" may be added or may be substituted for "Group Policyholder" if the policyholder is a Trust.
- (50) The term "Hospice" may be deleted for a particular plan or if required by Federal law to maintain tax qualification.
- (51) The term "Hospice Care" may be deleted for a particular plan.
- (52) The meaning of "Immediate Family" may change for a particular plan.
- (53) The meaning of "Licensed Health Care Practitioner" may be changed if required by Federal law to maintain tax qualification.
- (54) The meaning of "Maintenance or Personal Care" may be changed if required by Federal law to maintain tax qualification.
- (55) The meaning of "Nursing Home" may be changed by substituting another number for "24 hours". For example, "12 hours" or may be changed if required by State law.
- (56) The term "Parent" may be deleted for a particular plan.
- (57) The meaning of "Parent" may be changed to delete reference to either "Eligible Retiree" or "Surviving Spouse" or both.
- (58) The term "Participating Employer" may be added if the policyholder is a Trust.
- (59) The term and meaning of "Participating Employer" will be added as follows:
- "Participating Employer"** means an Employer that has signed a Request for Participation or submitted a letter to Us requesting participation and such Participating Employer is shown in the Schedule of Participating Employers in the Group Policy.
- (60) The term "Pre-Existing Condition" may be deleted for a particular plan.
- (61) The meaning of "Pre-Existing Condition" may be revised for a particular plan, however, it will never be more restrictive than shown.
- (62) The meaning of "Pre-Existing Condition" may be shown as follows for a group other than employer, labor organization, multiple employer trust or multiple labor organization trust:
- "Pre-Existing Condition"** means a condition for which advice was sought or treatment

was recommended by, or received from a provider of health care services, or prescription drugs or medicines were taken, within 6 months preceding the Effective Date of Your Coverage."

- (63) The meaning of "Premium" may be changed for a particular plan. For example, in a Trust situation the participating employer will remit the premium.
- (64) The term "Reasonable & Customary" may be deleted for a particular plan.
- (65) The term "Representative" may be changed for a particular plan. For example, "Authorized Representative".
- (66) The term and meaning "Request for Participation" will be added as follows:

 "Request for Participation" means the application or letter that a Participating Employer submits to the Group Policyholder for the purpose of obtaining Long-Term Care Insurance".
- (67) The meaning of "Severe Cognitive Impairment" may be changed if required by Federal law to maintain tax qualification.
- (68) In the meaning of "Severe Cognitive Impairment", "measured" may be changed to "measurable" if allowed by Federal law to maintain tax qualification.
- (69) The term "Social Worker" may be deleted for a particular plan.
- (70) The meaning of "Spouse" may be changed for a particular plan.
- (71) The term "Spouse" may be deleted for a particular plan.
- (72) The term "Surviving Spouse" may be deleted for a particular plan.
- (73) The meaning of "Surviving Spouse" may be changed by deleting reference to either "deceased Eligible Employee" or "deceased Eligible Retiree".
- (74) The term "Terminal Illness" or "Terminally Ill" may be deleted for a particular plan that does not include Hospice.
- (75) In the meaning of "Terminal Illness" or "Terminally Ill" "6" may be changed to another number, however, not more than "24".
- (76) The term "Therapist" may be deleted for a particular plan.
- (77) The term "Therapy Services" may be deleted for a particular plan.

- (78) The meaning of "Therapy Services" may be changed by adding additional services.
- (79) The term "Total Lifetime Benefit" may be changed to another term. For example, "Maximum Lifetime Benefit".
- (80) The meaning of "Total Lifetime Benefit" may be further changed to reflect a plan option that does not require the incurrance of expenses for Covered Services in order for Home Care Benefits to be payable.
- (81) The term "Usual and Customary" may be deleted for a particular plan.

I. COVERAGE: ELIGIBILITY, ENROLLMENT, EFFECTIVE DATE

Eligibility For Coverage

- (82) This section may be changed for a particular plan.

Enrollment/Proof of Good Health

- (83) This section may be changed for a particular plan. For example, wording may be added to reflect specific enrollment periods, to allow for some type of electronic enrollment or to reflect that enrollment by Eligible Employees must be by written request.
- (84) The reference to telephone enrollment may be deleted for a particular plan.
- (85) Language may be added to this section to allow for other eligibles to enroll by phone also.
- (86) The language for enrollment of new employees may be changed by substituting "30", "60" or "90" for "31". The number of days may also reflect a number to coincide with the other benefits offered by a particular plan.
- (87) "Group Policyholder" may be changed to "Participating Employer" if the policyholder is a Trust.
- (88) This section may also be revised to show the enrollment requirements for a particular plan.
- (89) In the last paragraph "at their own expense" may be deleted for a particular plan.

Effective Date of Coverage

- (90) The 1st paragraph may be revised to allow for Contribution to be received after the effective date.
- (91) The 1st paragraph may be changed for coverage to become effective the 1st of the month coincident with or following acceptance.
- (92) The Effective Date of Coverage could be changed to equal the date of approval of an Eligible Person's request for enrollment.
- (93) The 1st paragraph may be further changed to allow for a different payment schedule for a particular plan.
- (94) Any reference to Actively at Work may be deleted for a particular plan.
- (95) The last paragraph may be deleted for a particular plan.
- (96) This section may also be revised to show the effective date requirements for a particular plan.

2. Benefits: EligibilityWhen You Are Eligible For Benefits

- (97) The meaning of "Chronically Ill" may be changed if required by Federal law to maintain tax qualification.
- (98) The number "2" in item 1 may be changed to "3" for a particular plan.
- (99) Any of the 2 numbered paragraphs may be deleted for a particular plan where allowed by state law.

Initial Eligibility for Benefits

- (100) In the 1st paragraph, "identification card" may be changed to some other form. For example, "proof of insurance card".

Notification

- (101) The number "10" may be changed to another number for a particular plan, however, not less than "5" nor more than "15".

Denial of Eligibility for Benefits

- (102) The number "10" may be changed to another number for a particular plan, however, not less than "5" nor more than "15".

3. Waiting Period

- (103) The term "Waiting Period" could be changed to "Elimination Period".
- (104) This section may be changed depending on the type of waiting period in a particular plan.

- a. For a days of service waiting period the "Waiting Period" will be as shown in the certificate.
- b. For a disability waiting period the "Waiting Period" will be as follows:

"Waiting Period" means a total of ____ days You must wait from the date We determine that You are first Disabled until the date Benefits for Type II Covered Services begin to be payable assuming You have been certified as Chronically Ill.

"Disabled" means We have determined that You are unable to perform, without substantial assistance from another individual, at least [2] Activities of Daily Living or that You require substantial supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

[Reserved for additional definitions of "Disabled" which are patterned from additional definitions of Chronically Ill under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services.]

Even if You complete the Waiting Period, Benefits are not payable unless You have been certified as Chronically Ill. A determination that You are Disabled is not the same as Chronically Ill.

If You cease to be Disabled before completing the Waiting Period, that Waiting Period will end and no Benefits will be payable. A new Waiting Period will begin if We subsequently determine that You are again Disabled. We will credit the portion of that Waiting Period that You did complete towards a new, subsequent Waiting Period if We determine that You are Disabled within [180] days after the end of that prior Waiting Period.

- (105) For either waiting period, the number of days may range from "10" to "180".

- (106) For either waiting period "2" may be changed to "3" for a particular plan.
- (107) For either Waiting Period, the number "180" in the last paragraph may be changed to another number, however, not less than "60" nor more than "360".
- (108) The waiting period may be revised to allow for an insured to only satisfy 1 waiting period in a lifetime.

4. What Services Are Covered Under This Plan

- (109) The meaning of "Qualified Long-Term Care Service" may be changed if required by federal law to maintain tax qualification.

Type I Covered Services

Care Advisory Visit

- (110) In the 1st paragraph "1 initial" may be deleted for a particular plan to allow for additional visits.
- (111) The 3rd paragraph may be changed for a particular plan to reflect that the waiting period would apply or it would reduce the Total Lifetime Benefit.
- (112) The 3rd paragraph may be further revised to reflect an unlimited Total Lifetime Benefit for a particular plan.
- (113) The 4th paragraph may be deleted for a particular plan if there are not additional visits.

Transition Expense Benefit

- (114) The Transition Expense Benefit may be deleted for a particular plan.
- (115) The last paragraph may be deleted for a particular plan.

Type II Covered Services

- (116) The 1st paragraph may be changed to reflect a weekly or monthly benefit.

Services Provided in a Nursing Home or Hospice Facility

- (117) The reference to either "Therapy Services" or "Hospice Care" or both may be deleted for a particular plan.

- (118) The number of days allowed for the Bed Reservation Benefit may be changed for a particular employer. For example, "21" may be another number however, not less than "10" nor more than "30" or "days per Calendar Year" or may be changed to "days per Hospital stay".
- (119) The number of days allowed for the Bed Reservation for "days per Hospital stay" may be further limited to a number of episodes. However, not less than "1" nor more than "3".

Services Provided in an Assisted Living Facility

- (120) This section may be deleted for a particular plan.
- (121) The reference to either "Therapy Services" or "Hospice Care" or both may be deleted for a particular plan.
- (122) The number of days allowed for the Bed Reservation Benefit may be changed for a particular employer. For example, "21" may be another number however, not less than "10" nor more than "30" or "days per Calendar Year" may be changed to "days per Hospital stay".
- (123) The number of days allowed for the Bed Reservation for "days per Hospital stay" may be further limited to a number of episodes. However, not less than "1" nor more than "3".

Alternate Plan of Service

- (124) This section may be deleted for a particular plan.

5. Pre-Existing Condition Limitation

- (125) The 1st sentence may be deleted for a particular plan.
- (126) This section may be deleted for a particular plan.
- (127) This section may be changed for a particular plan, however, it will never be more restrictive than shown.

6. Replacement Provision

- (128) This section will be deleted for a particular plan when this coverage is not replacing other coverage.

7. Exclusions

- (129) "B" may be deleted for a particular plan.
- (130) In "D", "within 2 years of the Effective Date of Coverage" may be deleted for a particular plan.
- (131) "G" may be deleted for a particular plan.
- (132) "H" will be deleted for a particular plan or if not permitted by federal law.
- (133) "H" may be changed for a particular plan by deleting "• or any workers' compensation; any occupation disease law;".
- (134) "I" will be revised or deleted if and when the Department of Treasury issues clarification or except as otherwise required by law.

8. Coordination of Benefits

- (135) This section may be deleted for a particular plan. This section may also be deleted for a particular plan where this will be shown as an Exclusion.
- (136) "Title XXVIII of the Social Security Act (Medicare) as it is now or as it may be amended;" will be included if and when the Department of Treasury issues clarification and will add the following:

"Any service or supply to the extent that such expenses are reimbursable under Medicare, [or would be so reimbursable but for the application of a deductible or coinsurance or copayment amount.] This will not apply in those instances where Medicare is determined to be secondary payor under applicable law."

If we add language as added above the following may be deleted if not permitted by federal law to maintain tax qualification "or would be so reimbursable but for the application of a deductible or coinsurance or copayment amount".

- (137) This section may be deleted for a particular plan by deleting the following:
- any other plan which any employer contributes to or sponsors;
 - any workers' compensation law;
 - any occupational disease law;"

9. Submitting Proof of Claim

How to Submit a Claim

- (138) "90" may be changed to another number, however, not less than "90" nor more than "365".
- (139) If proof of claim is not required for a particular plan or option, the following may be added: "If You are covered under Option [X], and : a) Your claim is for a Covered Nursing Home Service, We will pay benefits (subject to the Waiting Period) when We receive satisfactory written proof of Your claim; b) Your claim is for a Covered Assisted Living Service, We will pay Benefits once You are authorized to receive Benefits. Proof of Your claim is not required.

Approval of Claims

- (140) "10" may be changed to another number, however, not less than "10" nor more than "30".

Denial of Claims

- (141) "10" may be changed to another number, however, not less than "10" nor more than "30".

10. Payment of Benefits

- (142) This section may be changed for a particular plan to reflect changes in assignment of Benefits for certain providers.

11. Restoration of Benefits

- (143) This section may be deleted for a particular plan.
- (144) "60" may be changed to another number, however, not less than "24" nor more than "120".

12. Changing Benefits

Automatic Inflation Protection Increase

- (145) "(available only if shown in SCHEDULE OF BENEFITS)" may be deleted for a particular plan when this option is automatically included in the plan.
- (146) This section may be deleted for a particular plan if the policyholder only offers the "Optional Inflation Increase".
- (147) In the 1st paragraph, "January 1" may be changed to some other date for a particular plan.

- (148) 5% may be changed to another number as permitted by federal or state law.
- (149) The end of the period used to calculate the increase in benefits may change, but will be no earlier than required by federal or state law.
- (150) The reference to rounding may be deleted for a particular plan.
- (151) The wording describing the computation of other benefits may be replaced by the following:
- "All other Benefits will increase because they are computed either as a percentage or multiple of the Nursing Home Benefit."
Optional Inflation Increase
- (152) "(available only if shown in SCHEDULE OF BENEFITS)" may be deleted for a particular plan when this option is automatically included in the plan.
- (153) This section may be deleted for a particular plan if the policyholder only offers the "Automatic Inflation Protection Increase".
- (154) This section may be changed for a particular plan to reflect how often this increase will be offered. For example, "at least once every 2 calendar years". The "2" may be changed to another number however, not less than "2" nor more than "5".
- (155) "5%" may be changed to another number as permitted by federal or state law.
- (156) The end of the period used to calculate the increase in benefits may change, but will be no earlier than required by federal or state law.
- (157) The wording describing the computation of other benefits may be replaced by the following:
- "All other Benefits will increase because they are computed either as a percentage or multiple of the Nursing Home Benefit."
- (158) The reference to rounding may be deleted for a particular plan.
- (159) The 2nd paragraph may be deleted for a particular plan.
- (160) The reference to "two" may be changed to another number, however, not less than "1" nor more than "4".

- (161) The 3rd paragraph may be changed to show that a Covered Person is eligible for the increase only if they have not received any type of Benefit during 6 months prior to effective date of the increase if permitted by federal or state law.
- (162) The 3rd paragraph may be deleted if federal or state law permits us to impose these restrictions.
- (163) The date the increase is effective may be changed for a particular plan. For example, "a date specified by the policyholder and Us".

Benefit Increases With Proof of Good Health

- (164) This section may be changed to show a specific date that increases may be requested in a particular plan.
- (165) The wording describing the computation of other benefits may be replaced by the following:

"All other Benefits will increase because they are computed either as a percentage or multiple of the Nursing Home Benefit."

- (166) The date the increase is effective may be changed for a particular plan. For example, "a date specified by the policyholder and Us."

Benefit Decreases

- (167) This section may be changed to show a specific date that decreases may be requested in a particular plan.
- (168) The wording describing the computation of other benefits may be replaced by the following:

"All other Benefits will decrease because they are computed either as a percentage or multiple of the Nursing Home Benefit."

- (169) The date the decrease is effective may be changed for a particular plan. For example, "a date specified by the policyholder and Us."

Other Coverage Changes

- (170) This section may be changed to reflect the specific changes available in a particular plan. For example, Other Coverage Options.

13. Contributions

- (171) This section may be changed to reflect an employer pay all plan.
- (172) The date contributions are payable may be changed for a particular plan.
- (173) B. may be changed to reflect that age will be "age on enrollment for" or "age nearest birthday".
- (174) In C. the 2nd paragraph may be deleted for a particular plan.
- (175) In "C", the following may be deleted for a particular plan that does not include the Optional Inflation Increase:
 - "(a) Optional Inflation Increase or (b)".
- (176) E. may be deleted for a particular plan.
- (177) E. may be changed to allow for other types of discounts for a particular plan. For example, wording may be added to allow for a person in a class of Covered Persons who pay their Contribution by payroll deduction to receive a discount. Those Covered Persons in a class who pay their Contributions by direct bill would not receive a discount.

15. Waiver of Contributions

- (178) This section may be changed for a particular plan to apply only to nursing home or other facilities.
- (179) This section may be changed if required by Federal law to maintain tax qualification.

16. When Your Coverage Ends

- (180) In the sentence "the date You have received Benefits equal to Your Total Lifetime Benefit unless You have unlimited Coverage" may change for a particular plan by deleting "unless You have unlimited Coverage".
- (181) "the date Your employment with the Group Policyholder terminates, subject to the provisions in "Continuation Coverage" may be deleted for a particular plan where the policyholder is not an employer.
- (182) This section may be revised to substitute "Participating Employer" for "Group Policyholder" if the group policyholder is a Trust.
- (183) The following may be added for a particular plan:

["if You are a member of an insured class with respect to whose Coverage is terminated because that class is no longer considered an eligible class by the Group Policyholder, the date on which Coverage under this Group Policy is terminated with respect to that insured class, subject to the provisions in "Contribution Coverage"].

17. Reinstatement of Coverage

- (184) This section may change for a particular plan.
- (185) This section may be changed to allow insureds returning from lay-off to be reinstated.
- (186) This section may be changed if required by Federal law to maintain tax qualification.

18. Extension of Benefits

- (187) This section may be changed if required by Federal law to maintain tax qualification.
- (188) The sentence "the date the Total Lifetime Benefit has been paid unless You have unlimited Coverage" may be changed for a particular plan by deleting "unless You have unlimited Coverage".

19. Continuation Coverage

- (189) The 2nd bullet, Category 2; may be changed for a particular plan by deleting "unless You have unlimited Coverage".
- (190) The 3rd bullet, Category 3, may be changed for a particular plan.
- (191) Category 3 may be deleted for a particular plan.
- (192) The last bullet, Category 4, may be deleted for a particular plan where the policyholder is not an employer, or where required by state or federal law.
- (193) This section may be revised to substitute "Participating Employer" for "Group Policyholder" if the group policyholder is a Trust.
- (194) The following may be added for a particular plan:

["You are a member of an insured class with respect to whose Coverage is terminated because that class is no longer considered an eligible class by the Group Policyholder and Coverage is replaced (within 31 days after termination) by other group coverage that:

is effective on the day following termination of coverage; and

provides Benefits which are identical to or determined as required under applicable law, to be substantially equivalent to or exceed those provided by this Group Policy; and calculates Premium based on Your age at inception of Coverage under This Group Policy."]

20. Return of Contributions

- (195) This section may be deleted for a particular plan.
- (196) The following "Return of Contributions" provisions may be substituted for a particular plan.
- (197) All reference to Nonforfeiture Coverage may be deleted for a plan that does not include Nonforfeiture Coverage.

"RETURN OF CONTRIBUTIONS"

If You are covered on the date of Your death, We will refund to Your estate those Contributions that were due and paid to Us up to Your 65th birthday as follows:

If You die before age 65: All Contributions less any Benefits paid to You or on Your behalf under This Plan.

If You die on or after age 65 but before age 75: All Contributions due and paid up to Your 65th birthday - reduced by 1/120 of that amount for each month You were covered after Your 65th birthday - less any Benefits paid to You or on Your behalf under This Plan.

We will not refund any Contributions that were due and paid after Your 65th birthday.

We will not refund any Contributions:

- If Nonforfeiture Coverage was being provided as described in "NONFORFEITURE **COVERAGE**" on the date of Your death; or]
- If You die on or after age 75.

The time limit for submitting proof of claim to MetLife for a refund of Contributions is 90 days after the date of the Covered Person's death.

If Your Coverage ends because of Your death, any additional Contributions paid for any period beyond the date of Your death will be refunded to Your estate."

[**Note:** None of Your contributions to the cost of Your Long-Term Care Coverage will be refunded to Your estate if You elect to stop paying contributions and maintain the NONFORFEITURE COVERAGE as described below."]

OR

"RETURN OF CONTRIBUTIONS

Your Contributions to the cost of Your Coverage that were due and paid to Us before Your 65th birthday may be refunded to Your estate upon Your death. The amount returned will be reduced by the amount of benefits paid to You (or to Your designee) under This Plan.

No contributions will be refunded to Your estate:

1. if You are not covered by This Plan at the time of Your death; or
2. that are paid after Your 65th birthday.

[**Note:** None of Your contributions to the cost of Your Long-Term Care Coverage will be refunded to Your estate if You elect to stop paying contributions and maintain the NONFORFEITURE COVERAGE as described below."]

OR

"RETURN OF CONTRIBUTIONS

Your Contributions to the cost of Your Coverage, as determined below, will be paid to Your estate if You:

- a. have continuous Coverage for at least 120 consecutive months on the date of Your death; and
- b. made Contributions for at least 120 months on the date of Your death (not including any Contributions deemed made due to waiver); and
- c. were paying for Coverage, or had a Waiver of Contributions in effect, on the date of Your death.

If You have never decreased Your Nursing Home Benefit or Total Lifetime Benefit, the amount of Contributions payable to Your estate will equal the sum of all Your Contributions minus the sum of any Benefits paid to You or on Your behalf.

If You have decreased either Your Nursing Home Benefit and/or Total Lifetime Benefit, the amount of Contribution payable at death will equal the sum of Your Contributions minus the sum of Benefits paid to You or on Your behalf. However, for the purpose of determining the sum of Contributions, each Contribution made prior to the date of the decrease will be an adjusted Contribution equal to the smaller of:

- a. the Contribution that was paid; or
- b. the Contribution that would have been paid had the decreased Nursing Home Benefit or Total Lifetime Benefit been in effect when the Contribution was due."

[Note: None of Your contributions to the cost of Your Long-Term Care Coverage will be refunded to Your estate if You elect to stop paying contributions and maintain the NONFORFEITURE COVERAGE as described below.]"

OR

"RETURN OF CONTRIBUTIONS

Contributions to the cost of Your Coverage that are paid to Us up to Your 65th birthday may be refundable to Your estate if You die while covered under This Plan. If You are age 65 or older when You enroll, Contributions to the cost of Your Coverage will not be refundable to Your estate if You die while covered under This Plan.

RETURN OF CONTRIBUTIONS FOR INITIAL AMOUNTS OF COVERAGE

Contributions made, up to Your 65th birthday, for Your initial amounts of Coverage are available for refund after You have been paying such Contributions for four years. The amount available for refund after four years will be 20% of the total of such Contributions paid by You.

The percentage of Your Contributions available for refund will increase by 5% each additional year You are covered under This Plan, as shown in the following table:

TABLE

<u>Number of Full Years Covered</u>	<u>Percent Available for Refund</u>
1 - 3	0%
	20

4	20%
5 or more but less than 20	increasing by steps of 5% each year up to 95%
20 or more	100%

None of Your Contributions to the cost of Your initial amounts of Coverage that are paid after Your 65th birthday will be refunded.

RETURN OF CONTRIBUTIONS FOR INCREASED AMOUNTS OF COVERAGE

Additional Contributions made, up to Your 65th birthday, for increases to the initial amounts of Coverage will also be available for refund after You have been paying such additional Contributions for four years. The amount available for refund at that time will be 20% of the total of such additional Contributions paid by You. The percentage available for refund will increase by 5% for each additional year You continue to pay such additional Contributions and are covered under This Plan, as shown in the following table:

TABLE

<u>Number of Full Years Covered</u>	<u>Percent Available For Refund</u>
1 - 3	0%
4	20%
5 or more but less than 20	increasing by steps of 5% each year up to 95%
20 or more	100%

This provision will be applied separately to additional Contributions paid for each increase in amounts of Coverage.

None of Your additional Contributions to the cost of Your increased amounts of Coverage that are paid after Your 65th birthday will be refunded.

EFFECT OF BENEFITS PAID ON RETURN OF CONTRIBUTIONS

The amount available for any refund **will be reduced** by any benefits paid to You as a

Covered Person under This Plan. All refundable Contributions will be paid to Your estate when You die.

- (198) The reference to "less any Benefits paid to You or on Your behalf under This Plan" may be deleted for a particular plan.

21. Nonforfeiture Coverage

- (199) This section may be deleted for a particular plan where the offer of reduced paid-up, extended term or shortened benefit period was made to the Policyholder and the Policyholder has rejected the offer.
- (200) The phrase "minus Benefits paid prior to Your receipt of Nonforfeiture Coverage may be deleted for a particular plan, if and when the Treasury Department provides favorable guidance and as allowed by state or federal law.
- (201) The number of years may be reflected in months for a particular plan or may be changed if required by Federal law to maintain tax qualification.
- (202) The "Nonforfeiture Coverage" provision may be changed as follows for a particular plan.

**NONFORFEITURE COVERAGE
Shortened Benefit Period #2**

If Paid Contributions have been paid for at least [3 years] and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "**Paid Contribution(s)**" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date." "**Nonforfeiture Date**" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.]

[The same Benefits will be payable under Nonforfeiture Coverage except (1) the daily Nursing Home Benefit and other Benefits will be calculated as specified below and (2) the Total Lifetime Benefit will be the greater of (a) the sum of all Paid Contributions [reduced by the total amount of Benefits previously paid] or (b) 30 times the daily Nursing Home Nonforfeiture Benefit [minus Benefits paid prior to Your receipt of Nonforfeiture Coverage.]

How the daily Nursing Home Nonforfeiture Benefit is computed

Step 1: We determine the daily Nursing Home Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage.

Step 2: We determine if there were any increases or decreases to Your daily Nursing Home Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage.

Step 3: Step 1 and Step 2 are then combined together to develop a weighted average daily Nursing Home Benefit. However, this daily Nursing Home Nonforfeiture Benefit will be reduced to the daily Nursing Home Benefit in effect immediately prior to the Nonforfeiture Date if lower.]

[All other Benefits will change because they are computed either as a percentage or multiple of the daily Nursing Home Benefit.]

OR

NONFORFEITURE COVERAGE Shortened Benefit Period #3

[After Paid Contributions have been paid for [10 years] for Your initial daily Nursing Home Benefit, this Benefit will be paid up and no further Contributions will be required for this Benefit.]

If Paid Contributions have been paid for at least [10 years], and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "**Paid Contributions**" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date." "**Nonforfeiture Date**" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.

Your Total Lifetime Benefit will be reduced, as specified below, to the applicable percentage of the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date [minus Benefits paid prior to Your receipt of Nonforfeiture Coverage] and Your daily Nursing Home Nonforfeiture Benefit will be calculated as specified below.

How the Reduced Total Lifetime Benefit is Computed

Step 1: We determine the Total Lifetime Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage. Your initial Total Lifetime Benefit is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 2: We determine if there were any increases or decreases to Your Total Lifetime Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage. The amount of any such increase or decrease is then multiplied by the applicable multiplier

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shown in the Multiplier Table.

Step 3: The results of Step 1 and Step 2 are then added together to give You Your Reduced Total Lifetime Benefit, minus Benefits paid prior to Your receipt of Nonforfeiture Coverage.

How the Daily Nursing Home Nonforfeiture Benefit is Computed

Step 1: We determine the daily Nursing Home Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage.

Step 2: We determine if there were any increases or decreases to Your daily Nursing Home Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage.

Step 3: Step 1 and Step 2 are then combined together to develop a weighted average daily Nursing Home Nonforfeiture Benefit. However, this daily Nursing Home Nonforfeiture Benefit will be reduced to the daily Nursing Home Benefit in effect just prior to the Nonforfeiture Date, if lower. All other Benefits will change because they are computed either as a percentage or a multiple of the daily Nursing Home Benefit. [However, the Transition Expense Benefit will be further reduced in the same manner as the Total Lifetime Benefit.]

[The amount of the Nonforfeiture Benefit and the Reduced Total Lifetime Benefit may be adjusted subsequent to being initially granted as necessary to reflect changes in claims, persistency, and interest as reflected in changes in rates for Covered Persons who are continuing to make the required contributions.]

Reduced Total Lifetime Benefit Multiplier Tables

Table #3A

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14
Multiplier %			10.0	11.5	13.0	14.5	16.0	17.5	19.0	20.5	22.0	23.5

Full Years of Contributions	15	16	17	18	19	20	21	22	23	24	25+
Multiplier %	25.0	26.5	28.0	29.5	31.0	32.5	34.0	35.5	37.0	38.5	40.0*

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*Plus 0.5% for each year in excess of 25

Table #3B

Full Years of Contributions	3	4-9	10	11	12	13	14	15	16	17	18	19
Multiplier %	0	0	10.0	11.5	13.0	14.5	16.0	17.5	19.0	20.5	22.0	23.5

Full Years of Contributions	20	21	22	23	24	25	26	27	28	29	30+
Multiplier %	25.0	26.5	28.0	29.5	31.0	32.5	34.0	35.5	37.0	38.5	40.0*

*Plus 0.5% for each year in excess of 30

Table #3C

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14
Multiplier %	0	0	5. 0	5. 5	6. 0	6. 5	7.0	7. 5	8.2 5	9.0	9. 75	10.5

Full Years of Contributions	15	16	17	18	19	20+
Multiplier %	11. 25	12 .0	12. 75	13 .5	14. 25	15. 0*

*Plus 1% for each year in excess of 20

Table #3D

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Multiplier %	0	4 .0	5.0	6.0	7.0	8.0	9.0	10. 0	10. 5	11. 0	11. 5	12. 0	12. 5	13

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Full Years of Contributions	17	18	19	20+
Multiplier %	13 .5	14.0	14 .5	15.0 *

*Plus 0.5% for each year in excess of 20

Table #3E

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14
Multiplier %	0	9. 0	10 .0	11 .0	12 .0	13 .0	14. 0	15 .0	16. 0	17. 0	18 .0	19.0

Full Years of Contributions	15	16	17	18	19	20	21	22	23	24	25+
Multiplier %	20 .0	21 .0	22 .0	23 .0	24 .0	25 .0	28. 0	31 .0	34. 0	37. 0	40.0 *

*No further accrual for each year in excess of 25

Table #3F

Full Years of Contributions	3	4- 9	10	11	12	13	14	15	16	17	18	19
Multiplier %	0	0	20 .0	28 .0	36 .0	44 .0	52. 0	60 .0	68. 0	76. 0	84. 0	92. 0

Full Years of Contributions	20 +
Multiplier %	10 0

Table #3G

Full Years of Contributions	3	4- 9	10	11	12	13	14	15	16	17	18	19
Multiplier %	0	0	40 .0	44 .0	48 .0	52 .0	56. 0	60 .0	64. 0	68. 0	72. 0	76. 0

Full Years of Contributi ons	20	21	22	23	24	25 +
Multiplier %	80. 0	84 .0	88 .0	92 .0	96 .0	10 0

Table #3H

Full Years of Contributi ons	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Multiplier %	0	9.0	10. 0	11. 0	12. 0	13. 0	14. 0	15. 0	16. 0	17. 0	18. 0	19. 0	20. 0	21. 0	22. 0	23. 0

Full Years of Contributions	19	20	21	22	23	24	25+
Multiplier %	24 .0	25 .0	28 .0	31 .0	34 .0	37. 0	40.0 *

*Plus 0.5% for each year in excess of 25

Table #3I

Full Years of Contributi ons	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	3.0	3. 5	4. 0	4. 5	5. 0	5. 5	6. 0	6. 5	7. 0	7. 5	8. 0	8. 5

Full Years of Contributi	16	17	18	19	20	21	22	23	24	25 +
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ons										
Multiplier %	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5	13.0	10.0

Table #3J

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0

Full Years of Contributions	16	17	18	19	20	21	22	23	24	25 +
Multiplier %	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	10.0

Table #3K

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5

Full Years of	16	17	18	19	20	21	22	23	24	25	26	27	28
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Contributions													
Multiplier %	10.0	10.5	11.0	11.5	12.0	12.5	13.0	13.5	14.0	14.5	15.0	15.5	16.0

Full Years of Contributions	29	30+
Multiplier %	16.5	10.0

OR

NONFORFEITURE COVERAGE
Shortened Benefit Period #4

If, after the later of age 65 or the date Paid Contributions have been paid for a total of [120 or more] months, Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "**Paid Contributions**" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived. Nonforfeiture Coverage takes effect on the Nonforfeiture Date.

"**Nonforfeiture Date**" means the 1st day following the end of the period Covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Coverage.

Your Nonforfeiture Coverage will have a daily Nursing Home Benefit and a Reduced Total Lifetime Benefit, each as described below.

A. Daily Nursing Home Nonforfeiture Benefit

Your daily Nursing Home Nonforfeiture Benefit will be Your most recent daily Nursing Home Benefit in effect for at least the last 12 months. All other Benefits will change because they are computed either as a percentage or multiple of the daily Nursing Home Benefit.

B. Reduced Total Lifetime Benefit

Your Reduced Total Lifetime Benefit will be calculated based on 50% of the Total Lifetime Benefit that was in effect for a minimum of ten years minus Benefits paid prior to Your receipt of Nonforfeiture Coverage.

[The amount of the Nonforfeiture Benefit and the Reduced Total Lifetime Benefit may be adjusted subsequent to being initially granted as necessary to reflect changes in claims, persistency, and interest as

reflected in changes in rates for Covered Persons who are continuing to make the required contributions.)

NONFORFEITURE COVERAGE
Shortened Benefit Period #5 (with optional Cash Value)

If Paid Contributions have been paid for at least [4 years] and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive a choice of Nonforfeiture Coverage or a Cash Value. "**Paid Contributions**" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date". "**Nonforfeiture Date**" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.

If You elect Nonforfeiture Coverage, Your Total Lifetime Benefit will be reduced, as specified below, to the applicable percentage of the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date [minus Benefits paid prior to Your receipt of Nonforfeiture Coverage] and Your daily Nursing Home Nonforfeiture Benefit will be calculated as specified below.

How the Reduced Total Lifetime Benefit is Computed

Step 1: We determine the Total Lifetime Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage. Your initial Total Lifetime Benefit is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 2: We determine if there were any increases or decreases to Your Total Lifetime Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage. The amount of any such increase or decrease is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 3: The results of Step 1 and Step 2 are then added together to give You Your Reduced Total Lifetime Benefit, minus Benefits paid prior to Your receipt of Nonforfeiture Coverage.

How the Daily Nursing Home Nonforfeiture Benefit is Computed

Step 1: We determine the daily Nursing Home Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage.

Step 2: We determine if there were any increases or decreases to Your daily Nursing Home Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage.

Step 3: Step 1 and Step 2 are then combined together to develop a weighted average daily Nursing Home Nonforfeiture Benefit. However, this daily Nursing Home Nonforfeiture Benefit will be reduced to the daily Nursing Home Benefit in effect just prior to the Nonforfeiture Date, if lower. All other Benefits will change because they are computed either as a percentage or a multiple of the daily Nursing Home Benefit.

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If You elect a Cash Value in lieu of Nonforfeiture Coverage, You will receive an amount equal to the sum of all Paid Contributions, multiplied by the applicable multiplier shown in the multiplier table, reduced by the total amount of Benefits previously paid.

[The amount of the Nonforfeiture Benefit and the Reduced Total Lifetime Benefit may be adjusted subsequent to being initially granted as necessary to reflect changes in claims, persistency, and interest as reflected in changes in rates for Covered Persons who are continuing to make the required contributions.]

Reduced Total Lifetime Benefit or Cash Value Multiplier Table

Full Years of Contributio ns	3	4	5	6	7	8	9	10
Multiplier %	0	4.0	5.0	6.0	7.0	8.0	9.0	10.0*

*Plus 0.5% for each year in excess of 10

OR

**NONFORFEITURE COVERAGE
PAID-UP INSURANCE**

After Paid Contributions have been paid for [15 years (180 months)] for Your initial daily Nursing Home Benefit, this Benefit will be paid-up and no further Contributions will be required for this Benefit. "Paid Contributions" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived. Once Your daily Benefit is paid-up, no more Contributions will be required for that Benefit. If You ever increase Your Nursing Home Benefit and Paid Contributions have been paid for [15 years (180 months)] for each additional layer(s), You will be paid-up in the additional layer(s). If You ever decrease Your daily Nursing Home Benefit, only the remaining daily Nursing Home Benefit amount will be available to become paid-up.

For example, suppose Your initial Nursing Home Benefit is \$100, after 12 plan years You increase Your Nursing Home Benefit to \$130. Assuming all Contributions are paid, the first \$100 of Coverage will be paid-up 15 years after the initial effective date. Contributions for only the additional \$30 layer of Coverage will be due. If these Contributions are paid, the additional \$30 layer of Coverage will be paid-up [15 years (180 months)] from the effective date of the increase.

OR

Extended Term Insurance

Extended Term Insurance

If Paid Contributions have been paid for at least [60 months], and Your Coverage ends due to cancellation or nonpayment of Contributions You will receive "Extended Term Insurance." "Paid Contributions"

means Contributions You have paid that include charges for Extended Term Insurance but do not include any month for which payment of Your Contribution was waived. Once You receive Extended Term Insurance, You cannot change Your Benefits.

- **How Long is Extended Term Insurance Provided**

The period of Extended Term Insurance is based on the number of months of Paid Contributions. The period begins on the Nonforfeiture Date and extends for [1] month for each full year of Paid Contributions. The "Nonforfeiture Date" means the 1st day following the end of the period covered by Your last Paid Contribution. At the end of this period, Your Extended Term Insurance ends. If as of the date Extended Term Coverage ends, You are certified as Chronically Ill and are confined in a Nursing Home or Hospice Facility, You may be eligible for an "Extension of Benefits" as described in this Certificate.

- **How are Extended Term Insurance Benefit Amounts Computed**

The Extended Term Insurance daily Nursing Home Benefit equals the lowest maximum daily Benefits in effect during the last [60] months of Paid Contributions; or the entire period of Paid Contributions if less than [60] months. All other Benefits will change because they are computed as a multiple or percentage of the daily Nursing Home Benefit. In all other respects, the terms and conditions of the Certificate apply.

- **What is the Extended Term Insurance Total Lifetime Benefit**

The total amount of benefits We will pay under Extended Term Insurance is the Total Lifetime Benefit minus Benefits paid prior to Your receipt of Extended Term Insurance.

OR

NONFORFEITURE COVERAGE
Reduced Paid-Up Insurance

[After Paid Contributions have been paid for at least [10 years] for Your initial daily Nursing Home Benefit, this benefit will be paid up and no further contributions will be required for this Benefit.]

If Paid Contributions have been paid for at least [10 years], and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "Paid Contributions" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date." "Nonforfeiture Date" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.

Your Total Lifetime Benefit will be reduced, as specified below, to the applicable percentage of the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date [minus Benefits paid prior to Your receipt of Nonforfeiture Coverage] and Your daily Nursing Home Nonforfeiture Benefit will be calculated as specified below.

How the Reduced Total Lifetime Benefit is Computed

Step 1: We determine the Total Lifetime Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage. Your initial Total Lifetime Benefit is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 2: We determine if there were any increases or decreases to Your Total Lifetime Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage. The amount of any such increase or decrease is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 3: The results of Step 1 and Step 2 are then added together to give You Your Reduced Total Lifetime Benefit, minus Benefits paid prior to Your receipt of Nonforfeiture Coverage. However, this Reduced Total Lifetime Benefit will be reduced to the Total Lifetime Benefit in effect just prior to the Nonforfeiture Date, if lower.

How the Daily Nursing Home Nonforfeiture Benefit is Computed

Step 1: We determine the daily Nursing Home Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage. Your initial daily Nursing Home Benefit is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 2: We determine if there were any increases or decreases to Your daily Nursing Home Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage. The amount of any such increase or decrease is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 3: The results of Step 1 and Step 2 are then added together to give You Your Nursing Home Nonforfeiture Benefit. However, this daily Nursing Home Nonforfeiture Benefit will be reduced to the daily Nursing Home Benefit in effect just prior to the Nonforfeiture Date, if lower. All other Benefits will change because they are computed either as a percentage or a multiple of the daily Nursing Home Benefits. [However, the Transition Expense Benefit will be further reduced in the same manner as the Total Lifetime Benefit.]

[The amount of the Nonforfeiture Benefit and the Reduced Total Lifetime Benefit may be adjusted subsequent to being initially granted as necessary to reflect changes in claims, persistency, and interest as reflected in changes in rates for Covered Persons who are continuing to make the required contributions.]

Reduced Total Lifetime Benefit and Daily Nursing Home Nonforfeiture Benefit Multiplier Tables

Option #1

Full Years of Contribution	3	4	5	6	7	8	9	10	11	12	13	14
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s													
Multiplier %			0.0	0.0	0.0	0.0	0.0	30.0	33.0	36.0	39.0	42.0	

Full Years of Contributions	15	16	17	18	19	20	21	22	23	24	25+
Multiplier %	45.0	48.0	51.0	54.0	57.0	60.0	63.0	66.0	69.0	72.0	75.0*

*No further accrual for each year in excess

of 25

Option #2

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	3	6	9	12	15	18	21	24	27	30	33	36

Full Years of Contributions	16	17	18	19	20	21	22	23	24	25	26	27	28+
Multiplier %	39	42	45	48	51	54	57	60	63	66	69	72	75

*No further accrual for each year in

excess of 28

Option #3

Full Years of Contributions	3	4-9	10	11	12	13	14	15	16	17	18	19	20+
Multiplier %	0	0	50	55	60	65	70	75	80	85	90	95	100

Option #4

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
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ons													
Multiplier %	0	4	8	12	16	20	24	28	32	36	40	45	50

Full Years of Contributions	16	17	18	19	20+
Multiplier %	60	70	80	90	100

21. General Provisions

- (203) In "E" "or on complete surrender or cancellation of this Coverage" will be deleted if not permitted by Federal law to maintain tax qualification.
- (204) In "F" the following language may replace the 1st paragraph if allowed by Federal law to maintain tax qualification or if the policyholder is a Trust.

"THIS CERTIFICATE IS GUARANTEED RENEWABLE. This means You have the right, subject to the terms of Your Certificate, to continue this Coverage as long as You pay Your Contributions on time. We cannot diminish the Benefits promised or change any of the terms of Your Certificate on Our own. However, in the future, WE MAY INCREASE THE CONTRIBUTIONS YOU PAY."



Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010-3690

**CERTIFICATE OF COVERAGE PROVIDED UNDER THE
GROUP LONG-TERM CARE INSURANCE POLICY ("THE GROUP POLICY")**

MetLife certifies that the Benefits described in this Certificate are provided under and subject to the terms and conditions of the Group Policy issued to the Group Policyholder shown below. Any prior Certificate relating to this Coverage is void.

The Covered Person named in the Schedule Of Benefits is insured for the Benefits described in this Certificate on the Effective Date shown in the Schedule Of Benefits.

This Certificate describes the Benefits, Coverage, exclusions and limitations of the Group Policy that principally affect You. This Certificate is of value to You. Please keep it in a safe place.

NOTICES TO BUYER: PLEASE READ CAREFULLY!

The Group Policy including this Certificate is intended to be a qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

This Certificate may not cover all of the costs associated with long-term care incurred by You during the period of Coverage. You are advised to review carefully all Certificate limitations.

If You are not satisfied with Your Certificate, You may return it to Us within 30 days after You receive it. When returned, We will refund any Contribution You have paid within 30 days of Our receipt of Your Certificate and this Certificate will then be considered to have never been issued.

(1)

[CAUTION

This Certificate may not apply when You have a claim! Please read! The issuance of this long term care Certificate is based on Your responses to the questions in Your enrollment form. A copy of Your enrollment form has been sent to You under separate cover. If Your answers are incorrect or untrue, We have the right to deny Benefits or rescind Your Coverage. 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 Us at this address: MetLife Long-Term Care Group, P.O. Box 937, Westport, Connecticut 06881-0937.]

The long term care policy is intended to qualify for favorable tax treatment. As such, it must meet certain federal standards in addition to all applicable standards in the State in which it was issued or issued for delivery. If You have any questions regarding the tax qualification of this product, You should direct Your questions to the appropriate federal agency, or You should contact Your tax advisor.

**Group Policyholder: [AnyCompany]
Group Policy Number: [XXXXX]
MetLife Toll Free Number: [1-800-638-0755]**

Form G.LTC199FPVA/F

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**SCHEDULE OF BENEFITS: EFFECTIVE DATE: [1/1/99]*
(REPLACES ANY PREVIOUS SCHEDULE OF BENEFITS)**

***Coverage will not take effect unless we have received your first Contribution.**

		BENEFIT
Daily Benefit Amount ("DBA")		[\$50-\$500]
Type I Covered Services		
	Initial Care Advisory Visit	100% of the charge incurred, not to exceed [\$250 - \$1000] (1 visit per lifetime)
(1)	[Transition Expense Benefit]	100% of the charge incurred, not to exceed [\$50 - \$12,500] per lifetime
Type II Covered Services		Only one Benefit for Type II Covered Services will be paid per day, except as specified in the Type II Covered Services provision on page QLTC-2
Level One Benefits		
(2)	[Nursing Home, Hospice Facility, Assisted Living Facility, Home Care and Care Advisory Services]	100% of the charge incurred, not to exceed [\$25 - \$400] per day
(3)	[Hospice Care at Home and Adult Day Care Center]	100% of the charge incurred, not to exceed [\$25 - \$400] per day
(4)	[Informal Care]	100% of the charge incurred, not to exceed [\$12.50 - \$400] per day
(5)	[Respite Services]	100% of the charge incurred, not to exceed [\$25 - \$400] per day; [10 – 60] days per Calendar Year maximum
Level Two Benefits		
(6)	[Nursing Home, Hospice Facility, Assisted Living Facility, Home Care and Care Advisory Services]	100% of the charge incurred, not to exceed [\$50 - \$500] per day
(7)	[Hospice Care at Home and Adult Day Care Center]	100% of the charge incurred, not to exceed [\$25 - \$500] per day
(8)	[Informal Care]	100% of the charge incurred, not to exceed [\$12.50 - \$500] per day
(9)	[Respite Services]	100% of the charge incurred, not to exceed [\$50 - \$500] per day; [10 – 60] days per Calendar Year maximum
(10)	Total Lifetime Benefit	[\$36,500 - \$1,825,000]
(11)	Inflation Increases	[Automatic (each January 1, Your DBA will be increased by 5% compounded annually)]

**SCHEDULE OF BENEFITS: EFFECTIVE DATE: [1/1/99]*
(REPLACES ANY PREVIOUS SCHEDULE OF BENEFITS)**

BENEFIT

(12) [Nonforfeiture Coverage

Yes]

(13) ****[If You are an Employee who enrolled without proof of Your good health and You are not Actively at Work on this date, Your Original Effective Date will be the first of the month coinciding with or next following the day You return to Active Work.]**

Covered Person: [John Smith]
Address: [125 Main Street]
1998][**] (13)

SS Number:[123-45-6789]
Original Effective Date:[January 1,

**SCHEDULE OF BENEFITS: EFFECTIVE DATE: [1/1/99]*
(REPLACES ANY PREVIOUS SCHEDULE OF BENEFITS)**

***Coverage will not take effect unless we have received your first Contribution.**

		BENEFIT
Daily Benefit Amount ("DBA")		[\$25-\$400]
Type I Covered Services		
	Initial Care Advisory Visit	100% of the charge incurred, not to exceed [\$250 - \$1000] (1 visit per lifetime)
(1)	[Transition Expense Benefit]	100% of the charge incurred, not to exceed [\$50 - \$12,500] per lifetime
Type II Covered Services		Only one Benefit for Type II Covered Services will be paid per day, except as specified in the Type II Covered Services provision on page QLTC-2
Level One Benefits		
(2)	[Nursing Home, Hospice Facility, Assisted Living Facility, Home Care and Care Advisory Services]	100% of the charge incurred, not to exceed [\$25 - \$400] per day
(3)	[Hospice Care at Home and Adult Day Care Center]	100% of the charge incurred, not to exceed [\$25 - \$400] per day
(4)	[Informal Care]	100% of the charge incurred, not to exceed [\$12.50 - \$400] per day
(5)	[Respite Services]	100% of the charge incurred, not to exceed [\$25 - \$400] per day; [10 – 60] days per Calendar Year maximum
Level Two Benefits		
(6)	[Nursing Home, Hospice Facility, Assisted Living Facility, Home Care and Care Advisory Services]	100% of the charge incurred, not to exceed [\$50 - \$500] per day
(7)	[Hospice Care at Home and Adult Day Care Center]	100% of the charge incurred, not to exceed [\$25 - \$500] per day
(8)	[Informal Care]	100% of the charge incurred, not to exceed [\$12.50 - \$500] per day
(9)	[Respite Services]	100% of the charge incurred, not to exceed [\$50 - \$500] per day; [10 – 60] days per Calendar Year maximum
(10)	Total Lifetime Benefit	[\$36,500 - \$1,825,000]
(11)	Inflation Increases	[Automatic (each January 1, Your DBA will be increased by 5% compounded annually)]

**SCHEDULE OF BENEFITS: EFFECTIVE DATE: [1/1/99]*
(REPLACES ANY PREVIOUS SCHEDULE OF BENEFITS)**

BENEFIT

- (12) [Nonforfeiture Coverage Yes]
- (13) ****[If You are an Employee who enrolled without proof of Your good health and You are not Actively at Work on this date, Your Original Effective Date will be the first of the month coinciding with or next following the day You return to Active Work.]**

Covered Person:	[John Smith]	SS Number:	[123-45-6789]
Address:	[125 Main Street]	Original Effective Date:	[January 1,
1998][**] (13)			

DEFINITIONS

When the defined terms are used in this Certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

(1) **[Actively at Work or Active Work]** means You are employed by the Group Policyholder and meet all of the following conditions:

- You are reporting for work at Your usual place of employment or other location to which the Group Policyholder's business requires You to travel, or You are on vacation;
- You are able to perform all the usual and customary duties of Your occupation on a regular full time basis; and
- You are not absent from work due to sickness, injury or medical leave of absence.]

Activities of Daily Living means any of the following:

- **Bathing:** washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
- **Dressing:** putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs;
- **Transferring:** moving into or out of a bed, chair or wheelchair;
- **Toileting:** getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- **Continence:** ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag); and/or
- **Eating:** feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

(2) **[Adult Day Care Center]** means any facility operated, licensed and/or certified as an Adult Day Care Center under the laws of the jurisdiction in which it is located, or other facility that satisfies all of the following:

- provides a program of adult day care;
- maintains a written record of services provided to each client;
- has established procedures to obtain emergency medical care;
- is not a place that predominantly provides services for recreation or social activities; and
- maintains a client-to staff ratio of 8 (or less) to 1 including a full-time director, 1 or more Nurses in attendance during operating hours at least 4 hours a day, and at least 2 staff members in attendance whenever clients are present.]

DEFINITIONS (Continued)

Assisted Living Facility means a facility that satisfies all of the following:

- maintains all appropriate licensing required under the laws of the jurisdiction in which it is located to provide Maintenance or Personal Care;
- provides 24-hour a day care and services sufficient to assist residents with needs which result from the inability to perform Activities of Daily Living or Severe Cognitive Impairment;
- has a minimum of 6 residents;
- uses Home Care Aides trained or certified to provide Maintenance or Personal Care in accordance with any laws applicable to the provision of such care;
- provides 24 hour supervision of residents by a trained and awake staff;
- has formal arrangements for emergency medical care;
- maintains written records of services provided to each resident;
- provides residents with 3 meals a day; and
- has appropriate methods and procedures to assist in administering prescribed drugs where allowed by law.

The term includes any such facility that specializes in the care of persons with Alzheimer's disease and other dementias. **The term does not include** any facility used primarily as a hotel, motel, a place for rest, a place for treatment of drug addiction or alcoholism, retirement homes, congregate living, senior housing, other facilities primarily intended to provide residential services but not Maintenance or Personal Care, or other facilities primarily providing care for residents who are related to the owner or manager of the facilities.

If a facility has multiple licenses or purposes, only that section of the facility specifically meeting the definition of Assisted Living Facility will qualify as such.

Benefit means the amount We will pay for a Covered Service.

Calendar Year means a period starting on any January 1 and ending the next December 31.

DEFINITIONS (Continued)

Care Advisor means a health care professional from a Care Management Organization.

Care Advisory Services means the following services performed by a Care Advisor:

- assessment of long-term care service needs;
- development of a long-term care service plan;
- requisition and coordination of long-term care services;
- implementation of the long-term care service plan; and
- periodic monitoring and reassessment of long-term care services.

Care Management Organization means an organization operated and licensed as a Care Management Organization under the laws of the jurisdiction in which it is located, or other organization that satisfies all of the following:

- provides Care Advisory Services;
- has a full-time administrator;
- maintains written records of services provided to each client; and
- has a staff including at least 1 Nurse and 1 social worker.

For the purpose of this definition, “social worker” means a licensed social worker including any social worker who has been issued a license, certificate, or similar authorization to act as a social worker by a jurisdiction or a body authorized by a jurisdiction to issue such authorizations, or a person with a Masters in Social Work from an accredited university.

Certificate means this Certificate and any riders or endorsements attached to it.

Chronically Ill means that as defined in the Eligibility For Benefits provision, section entitled When You Are Eligible For Benefits.

Contribution means the amount You must pay toward the total Premium charged by Us for Your Coverage.

Contribution Due Date means the date on which Your Contribution is due.

Coverage means the long-term care insurance that is in effect for You under the Group Policy and which is described in this Certificate.

Covered Person means an Eligible Person for whom Coverage is in effect under the Group Policy.

Covered Services means Qualified Long-Term Care Services for which Coverage is provided under the Group Policy and described in this Certificate.

DEFINITIONS (Continued)

Custodial Care means services provided on an extended basis to You when You are Chronically Ill. Such services are aimed at maintaining Your health and/or preventing deterioration in Your functional status. **The term does not include** any transportation service or other service which is primarily provided for personal convenience or companionship.

Designated Care Management Organization means a Care Management Organization selected by Us and to whom We make direct payment.

Eligible for Benefits or **Eligibility for Benefits** means that as defined in the Eligibility For Benefits provision.

Eligible Person means any of the following persons:

(1)

[Class I: Employees

All full-time salaried employees of the Group Policyholder.

Class II: Retired Employees

All those who have retired or will retire in accordance with the Group Policyholder's retirement plan.

Class III. Family Members

Any of the following persons:

a. Spouses

The legal spouse of an Employee, Retired Employee, Child or Surviving Spouse.

b. Surviving Spouses

The legal spouse of a deceased Employee, Retired Employee, Spouse or Child.

c. Parents

The parent, parent-in-law, step parent or step parent-in-law of an Employee, Retired Employee or Surviving Spouse.

d. Grandparents

The grandparent, grandparent-in-law, step grandparent or step grandparent-in-law of an Employee, Retired Employee or Surviving Spouse.

e. Children

A person who is at least 18 years old and who is a natural child, adopted child or stepchild of an Employee or Retired Employee.]

DEFINITIONS (Continued)

- (1) (2) **Formal Caregiver** means any of the following: a Nurse, Care Advisor, [Therapist], [social
(3) (4) (5) worker arranged by a Home Care Agency], Home Care Aide or [Homemaker]. [For the
purpose of this definition, "social worker" means a licensed social worker including any social
worker who has been issued a license, certificate, or similar authorization to act as a social worker
by a jurisdiction or a body authorized by a jurisdiction to issue such authorizations, or a person with
(6) a Masters in Social Work from an accredited university.] **[The term does not include members of
Your Immediate Family.]**

Home Care Agency means an organization that:

- is licensed or certified as a Home Care Agency under the laws of the jurisdiction in which it is located, or under a public health law or similar law, if licensing is required, to provide home care services;
- is recognized as a Home Care Agency by Medicare; or
- is an organization that satisfies all of the following:
 - is licensed or certified by the jurisdiction to provide home care services;
 - develops and periodically reviews long-term care service plans at appropriate intervals;
 - uses Home Care Aides trained or certified to provide Maintenance or Personal Care in accordance with any laws applicable to the provision of such care;
 - provides on-site supervision of Home Care Aides by a Nurse or social worker;
 - provides on-call availability of a Nurse or a Physician in the event of a medical emergency during the hours that the Home Care Aide is in the client's home; and
 - maintains a written record of services provided to each client.

For the purpose of this definition, "social worker" means a licensed social worker including any social worker who has been issued a license, certificate, or similar authorization to act as a social worker by a jurisdiction or a body authorized by a jurisdiction to issue such authorizations, or a person with a Masters in Social Work from an accredited university.

Home Care Aide means a person whose services are arranged and supervised by a Home Care Agency and whose main function is to provide assistance with Activities of Daily Living. If jurisdiction or local licensing/certification is required, the person must be appropriately licensed/certified where the service is performed.

DEFINITIONS (Continued)

- (1) **[Homemaker** means a person whose services are arranged and supervised by a Home Care Agency and who provides Homemaker Services.

Homemaker Services means Maintenance or Personal Care services that are necessary for You to stay in Your home. Such services may include light housekeeping, meal preparation or shopping for items needed to provide Maintenance or Personal Care.]

- (2) **[Hospice Facility** means a facility or unit of a facility that meets federal certification requirements as a Hospice Facility, or is comparably licensed under applicable jurisdiction laws to provide care or management of the Terminally Ill.]

- (3) **[Hospice Care** means services provided by a Hospice Facility or Hospice Care at Home for the care or management of a Terminal Illness.]

- (4) **[Hospice Care at Home** means services provided by a public or private agency or subdivision of a public or private agency that meets federal certification requirements as a Hospice, or is comparably licensed under applicable jurisdiction laws to provide care or management of the Terminally Ill.]

Hospital means a facility that is licensed as a hospital which:

- provides a broad range of 24 hour a day medical and surgical services for sick and injured persons by, or under the supervision of, a staff of Physicians; and
- provides Nursing Care 24 hours a day.

Immediate Family means Your spouse, child (natural, step or adopted), parent, sibling, grandchild, or in-law. **The term includes** anyone else who normally resides in Your home.

Initial Care Advisory Visit means the service provided by a Care Advisor to:

- assess Your need for long-term care services;
- develop or work with others to develop options for Your long-term care; and
- discuss the long-term care options with You, Your family or Your Representative.

Licensed Health Care Practitioner means a Physician, any registered professional nurse, a licensed social worker, or other person who meets such requirements as may be prescribed by the U.S. Secretary of the Treasury. For the purpose of this definition, “social worker” includes any social worker who has been issued a license, certificate, or similar authorization to act as a social worker by a jurisdiction or a body authorized by a jurisdiction to issue such authorization.

Maintenance or Personal Care means any care with the primary purpose of providing needed assistance with any of the disabilities that result in Your being Chronically Ill, including protection from threats to health and safety due to Severe Cognitive Impairment.

Medicaid means any jurisdiction’s medical assistance program under Title XIX of the Social Security Act as it is now and as it may be amended.

Medicare means the Health Insurance for the Aged and Disabled provisions of Title XVIII of the Social Security Act, as amended.

DEFINITIONS (Continued)

Nurse means a registered professional nurse (R.N.), licensed practical nurse (L.P.N.) or licensed vocational nurse (L.V.N.) who is currently licensed in the jurisdiction in which the services are provided.

Nursing Care means services requiring the professional skills of a Nurse, provided by a Nurse under the orders of a Physician for the purpose of improving or maintaining the Covered Person's health.

Nursing Home means a facility that is licensed as a nursing facility under the laws of the jurisdiction in which it is located, or other facility approved by Us, that satisfies all of the following:

- has appropriate license for a business under the laws of the jurisdiction in which it is located and provides Maintenance or Personal Care;
- has 24 hour a day Nursing Care;
- has 24 hour a day Maintenance or Personal Care provided by a trained/certified and awake staff supervised by a Nurse;
- maintains a written record of services provided to each resident;
- has formal arrangements for emergency medical care; and
- provides residential services including, but not limited to, provision of food, shelter and laundry.

The term includes any such facility that specializes in the care of persons with Alzheimer's disease and other dementias. **The term does not include** any facility used primarily as a Hospital (except a distinct part of a Hospital that is a nursing facility), a residential facility, hotel, motel, place for rest, home for the aged, sheltered living accommodation, facility for the treatment of mental illness, continuing care retirement community or similar entity, a place for treatment of drug addiction or alcoholism, or other facility primarily providing care for residents who are related to the owner or manager of the facility.

Physician means a physician as defined in section 1861(r)(1) of the Social Security Act.

Plan of Care means a plan prescribed by a Licensed Health Care Practitioner that identifies ways of meeting Your Qualified Long-Term Care Services needs when You are Chronically Ill.

Premium means the amount the Group Policyholder must remit to Us for the Coverage provided under the Group Policy.

- (1) **[Private Aide** means a health care worker who has received formal training for the delivery of Maintenance or Personal Care services in the home, who is primarily employed to provide home care services, but whose services are not arranged and supervised by a Home Care Agency. If jurisdictional or local licensing/certification is required, the person must be licensed/certified where the service is performed. In jurisdictions or localities that do not require certification, the person must submit proof of successful completion of a comparable training program which
- (2) includes generic classroom and supervised skill training. **The term does not include members of Your Immediate Family.**

DEFINITIONS (Continued)

Qualified Long-Term Care Services means that as defined in the provision entitled Coverage For Qualified Long-Term Care Services.

- (1) **[Representative]** means the person designated by You or by a court of law to represent You.

Severe Cognitive Impairment means a deterioration or loss in intellectual capacity that places You in jeopardy of harming Yourself or others and, therefore, You require substantial supervision by another person. Deterioration or loss must be measurable by clinical evidence and standardized tests which reliably measure impairment in short or long term memory, orientation to people, places or time, and deductive or abstract reasoning.

- (2) **[Terminal Illness or Terminally Ill]** means an illness or injury determined by a Physician to be likely to result in Your death within [6-24] months.]

- (3) **[Therapist]** means a person who maintains a current license or appropriate professional certification to provide Therapy Services in the jurisdiction in which services are being provided.

Therapy Services means physical, respiratory, speech or occupational therapy services rendered by a Therapist.]

Total Lifetime Benefit means the total Benefits that We will pay for charges You incur for Type II Covered Services. The Total Lifetime Benefit is shown in the Schedule Of Benefits and it may increase or decrease as described in this Certificate.

Waiting Period means that as defined in the section entitled Waiting Period.

We, Us and Our mean MetLife.

You and Your mean the Covered Person named in the Schedule Of Benefits.

ELIGIBILITY FOR BENEFITS

Eligible for Benefits or **Eligibility for Benefits** means that You are eligible to receive Benefits only if:

- We are provided with proof, satisfactory to Us, that You are Chronically Ill; and
- a Licensed Health Care Practitioner has certified, in the last 12 months, that You are Chronically Ill.

Chronically Ill means that:

- You are unable to perform, without substantial assistance from another person, at least 2 Activities of Daily Living for an expected period of at least 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.

INITIAL ELIGIBILITY FOR BENEFITS

You or Your Representative must call Our toll-free number to inform Us of Your request for a determination of Eligibility for Benefits and the reasons for it. This number is shown on the Certificate Face Page.

If We require more information regarding Your Eligibility for Benefits:

- We or a person designated by Us may contact You, Your Representative, Your Physician or other persons familiar with Your condition;
- We or a person designated by Us may need to access Your medical records to obtain information about Your condition (We cannot determine Your Eligibility for Benefits if We are denied access to Your medical records); and
- We have the right to have You examined, at Our expense, by a health care provider and to conduct an on-site assessment.

CONTINUING ELIGIBILITY FOR BENEFITS

We will reassess Your continuing Eligibility for Benefits, as defined above, at least once every 12 months.

ELIGIBILITY FOR BENEFITS (Continued)

NOTICE OF ELIGIBILITY FOR BENEFITS

If You are Eligible for Benefits, We will send written notice of the decision as soon as reasonably possible. We will send this notice no later than [5-15] working days after We have received all the information We need to assess Your condition. The notice will state the date as of which You are Eligible for Benefits.

When We notify You that You are Eligible for Benefits, We will provide You or Your Representative with forms to be used to submit proof of claim. The claims submission requirements are specified in the Claim Provisions.

DENIAL OF ELIGIBILITY FOR BENEFITS

If You are not Eligible for Benefits, We will send written notice of Our denial as soon as reasonably possible. We will send this notice no later than [5-15] working days after We have received all the information We need to assess Your condition.

You or Your Representative may ask Us to more fully explain our denial. Within 60 days of the date We receive such a written request, We will provide a written explanation of the reasons for the denial and make available all information directly relating to such denial.

You or Your Representative may appeal Our denial of Eligibility for Benefits as specified in General Provisions, subsection entitled Appeals of Eligibility for Benefits and Claims Decisions.

WAITING PERIOD

Waiting Period means a period that begins on the date that You become Eligible for Benefits and begin receiving the kind of services described as Type II Covered Services. This period is completed after You have received such services on [10-180] separate days.

After You complete the Waiting Period, if You are Eligible for Benefits, We will pay[:

- (1)
 - the Transition Expense Benefit for charges You incur during or after the Waiting Period; and
 -] Benefits for Type II Covered Services received by You after You complete the Waiting Period.

If You cease to be Eligible for Benefits before completing the Waiting Period, the Waiting Period will end and no Benefits will be payable. A new Waiting Period will begin if You again become Eligible for Benefits. If this occurs within [60-360] days after the end of the prior Waiting Period, We will reduce the new Waiting Period by the number of days that You satisfied toward completion of the prior Waiting Period.

If You cease to be Eligible for Benefits after You complete the Waiting Period:

- (2)
 - You will not be required to complete another Waiting period [if You again become Eligible for Benefits within [60—360] days from the date that you ceased to be Eligible for Benefits; and
 - You will be required to complete another Waiting Period if You again become Eligible for Benefits after [60-360] days from the date that You ceased to be Eligible for Benefits].

If the period during which You are unable to perform 2 or more Activities of Daily Living is not expected to last at least 90 days, You will not be Eligible for Benefits. However, if You later become Eligible for Benefits, We will reduce the Waiting Period by the number of days that satisfy all of the following criteria:

- the day is one which falls within the [60-360] day period preceding the day You become Eligible for Benefits;
- the day is one on which You receive the kind of services described as Type II Covered Services; and
- the day is one on which You are unable to perform 2 or more Activities of Daily Living.

WAITING PERIOD

Waiting Period means a period that begins on the date that You become Eligible for Benefits. This period is completed after You are Eligible for Benefits for [10-180] separate days.

After You complete the Waiting Period, if You are Eligible for Benefits, We will pay[:

- (1)
 - the Transition Expense Benefit for charges You incur during or after the Waiting Period; and
 -] Benefits for Type II Covered Services received by You after You complete the Waiting Period.

If You cease to be Eligible for Benefits before completing the Waiting Period, the Waiting Period will end and no Benefits will be payable. A new Waiting Period will begin if You again become Eligible for Benefits. If this occurs within [60-360] days after the end of the prior Waiting Period, We will reduce the new Waiting Period by the number of days that You satisfied toward completion of the prior Waiting Period.

If You cease to be Eligible for Benefits after You complete the Waiting Period:

- (2)
 - You will not be required to complete another Waiting period [if You again become Eligible for Benefits within [60—360] days from the date that you ceased to be Eligible for Benefits; and
 - You will be required to complete another Waiting Period if You again become Eligible for Benefits after [60-360] days from the date that You ceased to be Eligible for Benefits].

If the period during which You are unable to perform 2 or more Activities of Daily Living is not expected to last at least 90 days, You will not be Eligible for Benefits. However, if You later become Eligible for Benefits, We will reduce the Waiting Period by the number of days that satisfy all of the following criteria:

- the day is one which falls within the [60-360] day period preceding the day You become Eligible for Benefits; and
- the day is one on which You are unable to perform 2 or more Activities of Daily Living.

COVERAGE FOR QUALIFIED LONG-TERM CARE SERVICES

Qualified Long-Term Care Services means services that are necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services and Maintenance or Personal Care Services and which are:

- required by You when You are Chronically Ill; and
- provided pursuant to a Plan of Care.

You must be Eligible for Benefits to receive Benefits for Qualified Long-Term Care Services.

The term includes Maintenance or Personal Care. Maintenance or Personal Care may include Custodial Care or necessary assistance with Activities of Daily Living, Homemaker Services and services necessary to allow for safe entry into and exit from the home in order for other Qualified Long-Term Care Services to be provided.

The term does not include Coverage for charges incurred for:

- any transportation service which is primarily for personal convenience or companionship;
- any other service or supply which is primarily for personal convenience or companionship;
- medications prescribed by a health care provider; or
- professional fees charged by a Physician.

If You are Eligible for Benefits, We will pay Benefits for the Type I or Type II Covered Services described below.

TYPE I COVERED SERVICES

Initial Care Advisory Visit

After You become Eligible for Benefits, You are eligible to receive, at no charge to You, an Initial Care Advisory Visit from a Designated Care Management Organization.

If a Designated Care Management Organization is not available, You may select a Care Management Organization to conduct the Initial Care Advisory Visit. We will pay the Benefit shown in the Schedule Of Benefits for such visit. Payment of such Benefits will [not] reduce Your Total Lifetime Benefit.

(1)

The Initial Care Advisory Visit is a Type I Covered Service that can occur before You complete the Waiting Period.

COVERAGE FOR QUALIFIED LONG-TERM CARE SERVICES (Continued)

TYPE I COVERED SERVICES (Continued)

(1) [Transition Expense Benefit

Transition Expense Benefit means Benefits We will pay for items required pursuant to a Plan of Care to provide Qualified Long-Term Care Services, such as personal emergency response systems or durable medical equipment. **The term does not include** home modifications that are otherwise Qualified Long-Term Care Services if such modifications would increase the value of Your living quarters.

After You complete the Waiting Period and You are Eligible for Benefits, We will pay Transition Expense Benefits for charges incurred during or after the Waiting Period as long as the charges were incurred for Qualified Long-Term Care Services on a day You were Chronically Ill. We will pay Transition Expense Benefits up to the amount shown in the Schedule Of Benefits.

Payment of the Transition Expense Benefit will not reduce Your Total Lifetime Benefit.

(2) You are not eligible for the Transition Expense Benefit if Your Coverage is being continued under the Nonforfeiture Coverage provision.]

TYPE II COVERED SERVICES

Maximum Benefit Per Day

We will only pay Benefits for one Type II Covered Service received on any day that You are confined in a Nursing Home, Hospice Facility or Assisted Living Facility. The Benefit We will pay for such Covered Service is shown in the Schedule of Benefits.

We may pay a Benefit for more than one Type II Covered Service received on any day that You are not confined in a Nursing Home, Hospice Facility or Assisted Living Facility. However, the total Benefit We will pay for all Type II Covered Services received on such day will be limited to the highest dollar amount shown in the Schedule of Benefits for the applicable level of Type II Covered Services received on such day.

Level One And Level Two Benefits

If You are Eligible for Benefits, We will pay Level One or Level Two Benefits for Type II Covered Services received after You complete the Waiting Period.

We will pay Level One Benefits if You are unable to perform, without substantial assistance from another person, 2 Activities of Daily Living due to a loss of functional capacity.

We will pay Level Two Benefits if:

- You are unable to perform, without substantial assistance from another person, 3 or more Activities of Daily Living 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.

COVERAGE FOR QUALIFIED LONG-TERM CARE SERVICES (Continued)

TYPE II COVERED SERVICES (Continued)

Services Provided in a Nursing Home or Hospice Facility

We will pay the Benefit shown in the Schedule Of Benefits for the following Covered Services You receive on any day You are confined in a Nursing Home or Hospice Facility:

- Room and board accommodations; and
- Nursing Care, Maintenance or Personal Care, Therapy Services and Hospice Care provided by a Formal Caregiver.

Services Provided in an Assisted Living Facility

We will pay the Benefit shown in the Schedule Of Benefits for the following Covered Services You receive on any day You are confined in an Assisted Living Facility:

- Room and board accommodation; and
- Nursing Care, Maintenance or Personal Care, Therapy Services and Hospice Care provided by a Formal Caregiver.

Bed Reservation Benefit

- (1) While You are confined in a Nursing Home, Hospice Facility or Assisted Living Facility and receiving Benefits for Type II Covered Services, You may be transferred to a Hospital for acute care on a short term basis. If this happens, and You are required to reserve Your previous accommodations so that they will be available to You on Your release from the Hospital, We will pay a Bed Reservation Benefit for the charges You incur to reserve such accommodations while you are hospitalized. We will pay such Benefits [up to [10-30] days per Calendar Year], not to exceed the Benefit that would have been payable had you continued to be confined in the Nursing Home, Hospice Facility or Assisted Living Facility.

Services Provided at Home

We will pay the Benefit shown in the Schedule Of Benefits for the following Covered Services provided by a Formal Caregiver and received in Your home:

- (2)
 - Nursing Care, Maintenance or Personal Care, Therapy Services and Hospice Care[; or
 - Care Advisory Services (other than the Initial Care Advisory Visit)].

(3) **[Services Provided at an Adult Day Care Center**

We will pay the Benefit shown in the Schedule of Benefits for Covered Services provided at an Adult Day Care Center.]

COVERAGE FOR QUALIFIED LONG-TERM CARE SERVICES (Continued)

TYPE II COVERED SERVICES (Continued)

(1) [Services Provided for Informal Care]

We will pay the Benefit shown in the Schedule Of Benefits for Covered Services provided for Informal Care if such services also meet the following additional requirements:

- the services are provided by Private Aide;
- the services are provided in Your home or at a location other than a Nursing Home, Hospice Facility or Assisted Living Facility;
- the services have been certified as an appropriate level of care by Your Physician; and
- a responsible adult supervises the adequacy of care delivered and refers changes in health status to Your Physician.

Care Advisory Services may be required as part of Your Plan of Care.]

(2) [Services Provided for Respite Care]

We will pay the Benefit shown in the Schedule Of Benefits for Covered Services provided for Respite Services that:

- (3)
- are provided by a Formal Caregiver; and
 - are specifically provided for either one of the following two purposes:
 - they are a temporary substitute for long-term care services for which You are normally not obligated to pay; or
 - they are a temporary addition to the usual Qualified Long-Term Care Services that You are receiving.

We will only pay Benefits for Respite Services for a maximum of [10-60] days per Calendar Year even if Your Benefits increase to Level Two Benefits or decrease to Level One Benefits during that Calendar Year.]

COVERAGE FOR QUALIFIED LONG-TERM CARE SERVICES (Continued)

TYPE II COVERED SERVICES (Continued)

(1) [Alternate Plan of Service]

Alternate Plan of Service means services pursuant to a Plan of Care that are not specified above as Type II Covered Services. An Alternate Plan of Service will be a Covered Service if We determine, in Our sole discretion, that all of the following requirements are met with respect to each such Plan:

- it falls within guidelines established by Us for an approved Alternate Plan of Service;
- it effectively meets Your long-term care service needs; and
- it is not provided by a member of Your Immediate Family.

If these requirements are met, We will pay a Benefit for an Alternate Plan of Service that is equal to the lesser of:

- 100% of the charge incurred for the Covered Services provided; and
- the Benefit for the most closely related Covered Service, as determined by Us.

An Alternate Plan of Service may be, for You, a cost-effective alternative to the Type II Covered Services specified above.]

(1) **[IF YOUR COVERAGE UNDER THE GROUP POLICY IS REPLACING COVERAGE UNDER ANOTHER GROUP LONG-TERM CARE POLICY**

If Your Coverage under the Group Policy is replacing coverage another group long-term care policy that was issued to the Group Policyholder, (the "replaced coverage"), Your Benefits under the Group Policy will be affected as follows:

- (2)
 - the Actively at Work requirement, as stated in the Schedule of Benefits, will be waived for Your Coverage under the Group Policy to the extent that such Coverage is the same as the replaced coverage;
- (3)
 - Your Total Lifetime Benefit will be reduced to the extent that similar benefits were paid to You under the replaced coverage;
- (4)
 - the Calendar Year maximum for Respite Service will be reduced to the extent that similar benefits were paid to You under the replaced coverage;
- (5)
 - the lifetime limits for Type I Covered Services will be reduced to the extent that similar benefits were paid to You under the replaced coverage;
- (6)
 - the calculation of the amount returned to Your estate under the Return of Contributions provision will reflect the contributions You paid under the replaced coverage and the benefit amounts paid to You under the replaced coverage, to the extent that the replaced coverage had a similar return of contributions provision;
- (7)
 - should Your Coverage be continued under the Nonforfeiture Coverage provision, the calculation of Your Total Lifetime Benefit will reflect the contributions You paid under the replaced coverage and the benefit amounts paid to You under the replaced coverage, to the extent that the replaced coverage had a similar nonforfeiture coverage provision; and
- (8)
 - the Waiting Period will be reduced to the extent that a similar waiting period was completely or partially satisfied by You under the replaced coverage.]

(1)

[COORDINATION OF BENEFITS

We will reduce Your Benefits by the amount payable by any of the following sources:

- any federal, state or other governmental health care plan or law (except Medicare or Medicaid);
- any state or federal workers' compensation law; or
- any motor vehicle no-fault law.

We will do so only to the extent that the combination of Your Benefit and amounts payable, or which would be payable, by any of these sources exceed 100% of the charge incurred for the Covered Services.]

EXCLUSIONS

The Group Policy does **not** provide Benefits for any of the following:

- Care in a facility that provides services primarily for detoxification of or rehabilitation for alcoholism or drug addiction (chemical dependency), except drug addiction sustained at the hands of or while being treated by a Physician for an injury or sickness

(1) [•Mental or emotional disorders without demonstrable organic cause]

- Service or supply received outside the United States or its territories.

- Illness, treatment or medical condition arising out of:

- war or act of war whether declared or undeclared;
- participation in a felony, riot or insurrection;
- service in the armed forces or auxiliary units;

(2) • attempted suicide, while sane or insane or intentionally self-inflicted injury [within 2 years of the Original Effective Date of Coverage]; or

- Care provided while in a Hospital, except for confinement in a distinct part of a Hospital which is licensed as a Nursing Home or Hospice Facility.

(3) [• Service provided by Your Immediate Family.]

(4) [• Service or supply furnished by or available as a benefit under:

- any state or federal workers' compensation law;
- any employer's liability or occupational disease law; or
- any motor vehicle no-fault law.]

- Service or supply to the extent that charges for these are reimbursable under Medicare, or would be so reimbursable but for the application of a deductible or coinsurance or copayment amount. This exclusion will not apply in those instances where Medicare is determined to be secondary payor under applicable law.

- Service or supply for which You are not obligated to pay in the absence of insurance.

CLAIM PROVISIONS

HOW TO SUBMIT A CLAIM

You must submit written proof of claim no later than [90-365] days after the end of the Calendar Year in which the charges for Covered Services were incurred. Failure to submit proof of claim within the time limit may result in a claim denial unless it is shown that:

- it was not reasonably possible to provide proof of claim within the time limit; and
- proof of claim was submitted as soon as reasonably possible.

We will send You any required claim forms within 15 days after We receive written notice of Your claim. If We do not send the claim forms within 15 days, You will have met the proof of claim requirements if You give Us a written statement of the nature and extent of Your claim within the time for filing proof of claim.

We will pay Benefits only upon receipt of adequate written proof that You have incurred charges for Covered Services.

To assist Us in determining whether You have incurred charges for Covered Services:

- We or a person designated by Us may contact You, Your Representative, Your Physician or other persons familiar with the services provided to You;
- We or a person designated by Us may need to access Your medical records to obtain information about Your condition or the services provided to You (We cannot approve a claim for Benefits if We are denied access to Your medical records);
- We have the right to have You examined, at Our expense, by a health care provider and to conduct an on-site assessment; and
- We have the right to require You to submit to Us Your explanations of benefits from Medicare or documentation from any other source from whom You may have received reimbursement for the same Covered Service.

APPROVAL OF CLAIMS

If We approve Your claim for Benefits, We will send written notice of Our decision as soon as reasonably possible. In no event will We send this notice later than [10-30] working days after We have received all the information We need to assess Your claim.

DENIAL OF CLAIMS

If We deny Your claim for Benefits, in whole or in part, We will send written notice of Our denial as soon as reasonably possible. In no event will We send this notice later than [10-30] working days after We have received all the information We need to assess Your claim.

You or Your Representative may ask Us to more fully explain Our denial. Within 60 days of the date We receive such a written request, We will provide a written explanation of the reasons for the denial, and make available all information directly relating to such denial.

You or Your Representative may appeal Our denial of Your claim as specified in General Provisions, subsection entitled Appeals of Eligibility for Benefits or Claims Decisions.

after we receive proof of claim, unless You have completed a valid assignment of Benefits to a provider of long-term care services.

- (1) [We will not honor any assignment of Benefits to the following:
- (2) • Private Aides;
- (2) • Providers of Alternate Plan of Service;
- (2) • a Nurse or Therapist; or
- (2) • Providers of items for which Benefits are payable under the Transition Expense Benefit.]

Payment of Benefits for Type II Covered Services **will reduce** the Total Lifetime Benefit.

Payment of Benefits for Type I Covered Services **will not reduce** the Total Lifetime Benefit.

BENEFIT CHANGES

- (1) While You are a Covered Person, there are circumstances under which You may change Your Benefits. We must approve, in writing, any change in Benefits [other than the Automatic Inflation Increase.] If We approve the change, We will send You written notice of the effective date and nature of the change. If We do not approve the change, We will send You a form stating what You must do to appeal Our denial.

As stated in the Contributions provision, a change in Benefits may result in a change in the amount of Your Contribution.

- (2) [You may not change Benefits while Your Coverage is continued under the Nonforfeiture Coverage provision.]

The following are the circumstances under which You may request a change in Your Benefits or Your Benefits may change:

- (3) **[AUTOMATIC INFLATION INCREASE (Available Only If Shown In The Schedule Of Benefits)]**

- (4) On each January 1, Your Daily Benefit Amount will increase at a rate of 5% compounded annually (rounded to the next highest \$[1-10]). All other Benefits, except the Initial Care Advisory Visit, will also increase at the same percentage rate as Your Daily Benefit Amount increases.
- (5) However, if You have received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will increase by that same percentage rate.

Automatic Inflation Increases are made without regard to Your age, claim status, claim history or the length of time You have been Covered under the Group Policy.

- (6) We will not make an Automatic Inflation Increase while Your Coverage is continued under the Nonforfeiture Coverage provision.]

BENEFIT CHANGES (Continued)

- (1) **[OPTIONAL INFLATION INCREASE (Available Only If Shown In The Schedule Of Benefits)]**
- (2) Periodically, We will offer You an Optional Inflation Increase. If You accept the first such offer,
- (3) Your Daily Benefit Amount will increase at a rate of at least 5% compounded annually (rounded to the next highest \$[1-10]) for the period from Your Original Effective Date of Coverage and extending to the effective date of the first Optional Inflation Increase offer. If You accept subsequent offers, Your Daily Benefit Amount will increase at a rate of at least 5% compounded
- (3) annually (rounded to the next highest \$[1-10]) for the period from the date of the previous Optional Inflation Increase offer and extending to the effective date of the current Optional Inflation Increase offer. All other Benefits, except the Initial Care Advisory Visit, will also increase at the same percentage rate as Your Daily Benefit Amount increases. However, if You have received
- (4) any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will increase by that same percentage rate.
- (5) After We make the first two Optional Inflation Increase offers to You, You are eligible for an Optional Inflation Increase offer only if You accepted the Optional Inflation Increase offer at least once during the [2-4] last consecutive times the offer was made to You. We may waive this requirement, at Our sole discretion, without prejudice to Our right to enforce it at a future date.
- (6) The Optional Inflation Increase offer will be made by Us without regard to Your age, claim status, claim history or length of time You have been Covered under the Group Policy. We will also not require You to provide proof of Your good health.
- (7) An Optional Inflation Increase will take effect on the date specified in the Optional Inflation Increase offer.

BENEFIT INCREASES WITH PROOF OF GOOD HEALTH

- (8) You may, [at any time,] request an increase in Your Daily Benefit Amount. This request can be made in writing or by calling Our toll-free number. We will approve Your request only if You provide Us, at Your expense, proof of Your good health satisfactory to Us. Increase amounts are subject to limits available at the time of Your request. All other Benefits, except the Initial Care Advisory Visit, will also increase at the same percentage rate as Your Daily Benefit Amount increases. However, if You have received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will increase by that same percentage rate.
- (9) The effective date of the increase will be [the day We approve Your request if it is the first day of a month. In all other cases, the increase will take effect on the first day of the month following the month in which Your request was approved.]

BENEFIT CHANGES (Continued)

BENEFIT DECREASES

- (1) You may, [at any time,] request a decrease in Your Daily Benefit Amount. This request can be made in writing or by calling Our toll-free telephone number. The amount of the decrease is subject to limits available at the time of Your request. All other Benefits, except the Initial Care Advisory Visit, will also decrease at the same percentage rate as Your Daily Benefit Amount decreases. However, if You have received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will decrease by that same percentage rate.
- (2) The effective date of the decrease will be [the day We approve Your request if it is the first day of a month. In all other cases, the decrease will take effect on the first day of the month following the month in which Your request was approved.]

CHANGES IN BENEFIT LEVELS FOR TYPE II COVERED SERVICES

If You are receiving Level One Benefits, Your Benefits will increase to Level Two Benefits when We determine that You are eligible for Level Two Benefits because:

- You are unable to perform without substantial assistance from another person at least 3 Activities of Daily Living; or
- You require substantial supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

If You cease to be eligible for Level Two Benefits as described above, but You still need substantial assistance from another person to perform 2 Activities of Daily Living, Your Benefits will decrease to Level One Benefits.

OTHER COVERAGE CHANGES

You may be eligible to make other changes to Your Coverage. Such changes may require proof of Your good health and may impact Your Contributions and Nonforfeiture Coverage. Contact Us for details.

CONTRIBUTIONS

PAYMENT OF CONTRIBUTION

- (1) Your Contribution is due and payable on [the first day of every month.] Your Contribution must be paid in U.S. currency. Contributions will not exceed the Premium We charge for Your Coverage.

CHANGES IN THE CONTRIBUTION AMOUNT

- (2) The amount of Your Contribution for Your initial Coverage is based on Your [age as of Your Original Effective Date of Coverage shown in the Schedule Of Benefits.]

We reserve the right to change Premiums on a Premium class basis. Accordingly, Contributions may change on a Premium class basis. Your Contribution will not increase because You get older or Your health changes.

Contribution changes for You alone will only occur if We have accepted Your request to change Your Benefits.

CONTRIBUTION AMOUNT CHANGES WHEN BENEFITS INCREASE

- (3) Your Contribution amount will increase for each [Optional Inflation Increase or] Benefit increase approved by Us. The additional Contribution amount is based on Your age and the Premium rates in effect at the time the increase takes effect.
- (4) **[If You have elected the Automatic Inflation Increase, Your Contribution amount is not expected to increase as a result of any such increase. However, We reserve the right to adjust Premium rates on a Premium class basis. Accordingly, Contribution amounts may change on a Premium class basis.]**

CONTRIBUTION AMOUNT CHANGES WHEN BENEFITS DECREASE

Your Contribution amount will decrease if We approve Your request to decrease Your Benefits. The amount of the reduction will be computed assuming that the level of Benefits purchased last are discontinued first.

- (5) **[DISCOUNT**

If two or more members of the same household apply for and are approved for Coverage, they will receive a 10% discount off each Contribution due. This discount will continue as long as Contributions for at least 2 household members are being paid or are being waived under the Waiver of Contributions provision. In addition, if Coverage for any household member ends by reason of death or reduction of the Total Lifetime Benefit to zero, the discount will continue for the remaining household members.]

GRACE PERIOD

There is a 31 day grace period for payment of Your Contribution. This means We must receive Your Contribution by the 31st day after the Contribution Due Date. If We have not received Your Contribution by the end of this grace period, We will send a written notice of termination of Your Coverage by first class U.S. mail, postage prepaid to You and to any person You have designated to receive such notice.

To help protect You from unintended lapse, You have the right to designate a person to receive notice of termination concurrently with any such notice We send You. The person You designate will not be responsible for payment of the Contribution. It is Your responsibility to notify Us of any change in Your designation.

WAIVER OF CONTRIBUTIONS

We will waive Your Contribution as of the date You satisfy both of the following requirements:

- You are Eligible for Benefits; and
- You complete the Waiting Period.

If You satisfy both requirements on the first day of a month, the waiver will take effect on such date. If you satisfy both requirements on any other day of a month, the waiver will take effect on the first day of the month following the month in which you satisfy both requirements.

You must resume payment of Your Contribution on the first day of the month following the month in which You are no longer Eligible for Benefits.

Your Coverage will end on the earliest of:

1. the last day of the month in which You notify Us that You wish to end Your Coverage;
2. the date of Your death;
3. 35 days after We send a written notice of termination of Your Coverage;
- (1) 4. [the date Your Total Lifetime Benefit is reduced to zero;]
- (2) [5. for an Employee, the date Your employment ends with the Group Policyholder, subject to the Continuation of Coverage provision;]
- [6.] the date the Group Policy ends, subject to the Continuation of Coverage provision;
- (2) [7. for an Employee and all Family Members of the Employee, the date the Group Policyholder ends Coverage for the class of Employees to which the Employee belongs for any reason including corporate restructuring, acquisition, spin-off or similar circumstances, subject to the Continuation of Coverage provision;] or
- (3) [8. for a Retiree and All Family Members of the Retiree, the date the Group Policyholder ends Coverage for the class of Retirees to which the Retiree belongs for any reason including corporate restructuring, acquisition, spin-off or similar circumstances, subject to the Continuation of Coverage provision.]

If Your eligibility for Coverage was based upon Your relationship to another person, and that relationship ends by reason of death or dissolution of marriage, Your Coverage will continue in effect.

CONTINUATION OF COVERAGE

- (1) If Your Coverage ends under items [5, 6, 7 or 8] of the When Your Coverage Ends provision, You have the right to continue Your Coverage, except as stated below. This is called "Continuation Coverage". Unless You or Your Representative notify Us that You do not want Continuation Coverage, We will automatically provide it. To effect and maintain Continuation Coverage, You are required to pay Contributions to Us directly when they are due.
- (1) With respect to items [6, 7 and 8] of the When Your Coverage Ends provision, Continuation Coverage is not available to You if Your Coverage is replaced, within 31 days after it ends, by other group coverage that:
- takes effect on the day after Your Coverage ends;
 - provides Benefits that are identical to or are determined, as required under applicable law, to be substantially equivalent to or exceed those provided by the Group Policy; and
 - calculates contribution due under the replacing group policy based on Your age on Your Original Effective Date of Coverage and on the subsequent Coverage Effective Dates, if any.
- (1) With respect to items [6, 7 and 8] of the When Your Coverage Ends provision, We may, in Our sole discretion, offer Continuation Coverage to You even if Your Coverage is replaced as described above. In this event, You will be notified in writing of Our offer.

REINSTATEMENT OF COVERAGE

If Your Coverage ends due to non-payment of Your Contribution, We will reinstate Coverage as of the date it ended if, within 12 months of the date Coverage ended, You or Your Representative:

- request reinstatement;
- submit proof of Your good health acceptable to Us, at Your expense; and
- submit all past due Contributions to Us.

If Your Coverage ended due to non-payment of Your Contribution, We will reinstate Coverage as of the date it ended, without requiring proof of Your good health, if, within 5 months of the date Coverage ended, You or Your Representative:

- submit proof satisfactory to Us that You suffered a cognitive impairment or loss of functional capacity before the Grace Period expired; and
- submit all past due Contributions to Us.

The standard of proof We will require will be no more restrictive than the same as that described in the Eligibility for Benefits provision.

If We reinstate Your Coverage, Your Contribution will be based on Your age as if Your Coverage had continued without interruption.

EXTENSION OF BENEFITS

If, as of the date Your Coverage ends, You are Eligible for Benefits and are confined in a Nursing Home, Hospice Facility or Assisted Living Facility, We will extend the payment of Benefits for Covered Services received in the Nursing Home, Hospice Facility or Assisted Living Facility so long as, without interruption, You remain Eligible for Benefits and confined in the Nursing Home, Hospice Facility or Assisted Living Facility. Payment of Benefits will be subject to the Waiting Period provision and all other requirements of the Group Policy. We will only extend payment of Benefits until the earliest of:

- the date You are no longer Eligible for Benefits;
- the date You are no longer confined in the Nursing Home, Hospice Facility or Assisted Living Facility; or

(1) [• the date Your Total Lifetime Benefit is reduced to zero.]

(1)

[RETURN OF CONTRIBUTIONS]

If Coverage is in effect on the date of Your death, We will return to Your estate those Contributions that were due and paid to Us up to Your 65th birthday, as follows:

If You die before age 65: all Contributions less any Benefits paid to You or on Your behalf under the Group Policy.

If You die on or after age 65 but before age [70-75]: all Contributions due and paid up to Your 65th birthday - reduced by $[1/60-1/120]$ of that amount for each full month You were insured after Your 65th birthday - less any Benefits paid to You or on Your behalf under the Group Policy.

Proof of Your claim must be submitted to Us within 90 days after the date of Your death.

If Your Coverage ends because of Your death, any additional Contributions paid for any period beyond the date of Your death will be returned to Your estate.

We will not return any Contributions if:

- they were due and paid after Your 65th birthday;

(2)

- Your Coverage was continued under the Nonforfeiture Coverage provision on the date of Your death; or
- You die on or after age [70-75].]

(1) **[RETURN OF CONTRIBUTIONS]**

If Coverage is in effect on the date of Your death, We will return to Your estate all Contributions that were due and paid to Us up to Your 65th birthday less any Benefits paid to You or on Your behalf under the Group Policy.

Proof of Your claim must be submitted to Us within 90 days after the date of Your death.

If Your Coverage ends because of Your death, any additional Contributions paid for any period beyond the date of Your death will be returned to Your estate.

We will not return any Contributions if:

- they were due and paid after Your 65th birthday; or
 - Your Coverage was continued under the Nonforfeiture Coverage provision on the date of Your death.
- (2)

(1)

[NONFORFEITURE COVERAGE

(Available Only If Schedule Of Benefits indicates “Yes”)

If Paid Contributions have been paid for at least 3 years and Your Coverage ends due to Your request to cancel Your Coverage or nonpayment of Contributions, Your Coverage will be continued under this Nonforfeiture Coverage provision. **Paid Contributions** means:

- Contributions You have paid if these Contributions included charges for Nonforfeiture Coverage; and
- Contributions We have waived if these Contributions included charges for Nonforfeiture Coverage.

Nonforfeiture Coverage takes effect on the Nonforfeiture Date. **Nonforfeiture Date** means the first day following the end of the period covered by Your last Paid Contribution. Once Your Nonforfeiture Coverage takes effect, You cannot change Your Benefits and no inflation increases will be made. In addition, You will not be eligible for the Transition Expense Benefit.

The same Benefits will be payable under Nonforfeiture Coverage, except that the Total Lifetime Benefit will be the greater of the sum of all Paid Contributions or 30 times the Daily Benefit Amount in effect immediately prior to the Nonforfeiture Date. The total Benefits paid prior to and after the Nonforfeiture Date will not exceed the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date.]

(1) **[NONFORFEITURE COVERAGE
(Available Only if the Schedule of Benefits Indicates “Yes”)]**

If Paid Contributions have been paid for at least [3-10] years and Your Coverage ends due to Your request to cancel Your Coverage or nonpayment of Contributions, Your Coverage will be continued under this Nonforfeiture Coverage provision. **Paid Contributions** means Contributions You have paid if these Contributions included charges for Nonforfeiture Coverage. Paid Contributions does not include any Contributions We have waived.

Nonforfeiture Coverage takes effect on the Nonforfeiture Date. **Nonforfeiture Date** means the first day following the end of the period covered by Your last Paid Contribution. Once Your Nonforfeiture Coverage takes effect, You cannot change Your Benefits and no inflation increases will be made.

On the Nonforfeiture Date the following changes in Your Coverage will take effect:

- Your Daily Benefit Amount will change to the Nonforfeiture Coverage Daily Benefit Amount and Your Total Lifetime Benefit will be reduced to the Nonforfeiture Coverage Total Lifetime Benefit, both as described below;
- Benefits payable for Type II Covered Services will change in accordance with the Nonforfeiture Coverage Daily Benefit Amount; and
- You will not be eligible for the Transition Expense Benefit.

(2)

The total Benefits paid prior to and after the Nonforfeiture Date will not exceed the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date.

How the Nonforfeiture Coverage Daily Benefit Amount is Determined

Step 1: We determine the initial Daily Benefit Amount that was in effect on the Original Effective Date of Your Coverage and the number of years of Paid Contributions applicable to the initial Daily Benefit Amount.

Step 2: We determine if there were any increases or decreases in the Daily Benefit Amount since the Original Effective Date of Your Coverage and, if so, the number of years of Paid Contributions applicable to each increased or decreased Daily Benefit Amount.

Step 3: We develop a time-weighted average of the results determined in Step 1 and Step 2 which is the Average Daily Benefit Amount. The Nonforfeiture Coverage Daily Benefit Amount will equal the lesser of the Average Daily Benefit Amount and the Daily Benefit Amount in effect immediately prior to the Nonforfeiture Date.

How the Nonforfeiture Coverage Total Lifetime Benefit is Determined

We multiply the Average Daily Benefit Amount calculated above by the ratio of Your Total Lifetime Benefit to the Daily Benefit Amount. We then multiply this amount by the applicable multiplier percentage shown on the Multiplier Table below. The resulting number is the Nonforfeiture Coverage Total Lifetime Benefit.

Multiplier Table

(1)

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14
Multiplier %			10.0	11.5	13.0	14.5	16.0	17.5	19.0	20.5	22.0	23.5

Full Years of Contributions	15	16	17	18	19	20	21	22	23	24	25+
Multiplier %	25.0	26.5	28.0	29.5	31.0	32.5	34.0	35.5	37.0	38.5	40.0*

*Plus 0.5% for each year in excess of 25]

GENERAL PROVISIONS

APPEALS OF ELIGIBILITY FOR BENEFITS OR CLAIMS DECISIONS

We will reconsider Our decision to deny Your eligibility for Benefits or Your claim for Benefits if You or Your Representative:

- request in writing that We review Our decision; and
- send this request to Us within 60 days after You receive Our denial.

Within 60 days of the date of Your request, We will review the denial and make a final decision. Our final decision will be in writing, and if it is a denial, it will include Our specific reasons.

QUALIFIED LONG-TERM CARE PLAN DISCLOSURE

The Group Policy is intended to be a qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. All terms and conditions of this Certificate and the Group Policy are intended to be and shall be interpreted in a manner consistent with all legal requirements of a "qualified long-term care insurance contract" as that term is defined in Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

We reserve the right to change the terms and conditions of this Certificate and the Group Policy as and when necessary to maintain the Group Policy as a "qualified long-term care insurance contract" under Section 7702B(b) of the Internal Revenue Code of 1986 as amended.

We will give You written notice of any such change as soon as reasonably possible.

STATEMENTS MADE BY YOU RELATING TO INSURABILITY

Any statement made by You will be deemed a representation and not a warranty. No statement made by You which relates to insurability will be used by Us to contest the validity of Your Coverage or deny an otherwise valid claim, unless the statement was contained in a written form which had been signed by You and a copy of the form has been furnished to You.

If Your Coverage has been in force for less than 6 months, We may contest the validity of Your Coverage or deny an otherwise valid claim upon a showing of misrepresentation by You that was material to the approval for Coverage.

If Your Coverage has been in force for at least 6 months but less than 2 years, We may contest the validity of Your Coverage or deny an otherwise valid claim upon a showing of misrepresentation that is both material to the approval of Coverage and which pertains to the condition for which Benefits are sought.

If Your Coverage has been in force for 2 years or more, We may contest the validity of Your Coverage or deny an otherwise valid claim only upon a showing that You knowingly and intentionally misrepresented relevant facts relating to Your insurability.

In the event We have rescinded this Certificate because of statements You made regarding insurability, We may not recover any payments made to You for Benefits for which You were otherwise eligible and for which a valid claim has been submitted under the Group Policy.

GENERAL PROVISIONS (Continued)

AGE

If Your date of birth is not correct as shown on Your enrollment form, an adjustment in Contribution and/or Benefits may be made, as deemed appropriate by Us, based on the correct information.

NO CASH VALUE

Neither the Group Policy nor this Certificate has any cash surrender value or other money that can be paid, assigned, or pledged as collateral for a loan or borrowed.

ASSIGNMENT

The Benefits payable under the Group Policy may not be assigned prior to a loss.

REFUND OF PREMIUM

Except for refunds upon Your death or upon complete surrender or cancellation of Your Coverage, any refund of Premium or any dividends or similar amounts under the Group Policy shall be applied as a reduction in future Premiums or an increase in future Benefits.

GUARANTEED RENEWABILITY

The Group Policy is Guaranteed Renewable. This means We cannot decline to renew the Group Policy but We reserve the right to change Premiums on a Premium class basis. Accordingly, Contributions may change on a Premium class basis. Your Coverage may not be canceled, nonrenewed or otherwise ended because of Your age or the deterioration of Your mental or physical health.

However, We and the Group Policyholder will determine matters such as renewal or ending of the Group Policy and this will be done in accordance with the terms of the Group Policy. As a result, no such matter requires Your consent or the consent of any other person who has a beneficial interest under the Group Policy in order for it to take effect. You will be notified in the event the Group Policy is ended. Under the situations described in the Continuation of Coverage provision, You have the right to continue Your Coverage even if the Group Policy ends.

RIGHT TO CHANGE CONTRACT PROVISIONS

We reserve the right to make changes in this Certificate or in the Group Policy in order to comply with federal or state laws or regulations applicable to this Certificate or the Group Policy. Any such change will apply to all Certificates under the Group Policy. We will give You written notice of any such change as soon as is reasonably possible.

INTERPRETATION OF TERMS, CONDITIONS AND PROVISIONS

The Group Policy determines governing contractual provisions. We in Our sole discretion have the authority to interpret the terms, conditions and provisions of the Group Policy.

GENERAL PROVISIONS (Continued)

TIME LIMIT ON LEGAL ACTIONS

No legal action or suit to recover under the Group Policy may be started:

- before 60 days after proof of claim has been furnished to Us; or
- more than 3 years after the time the proof was required to be submitted to Us.

It is possible that the laws of the state where You reside may require a different time limit. If so, the above time limit shall be adjusted to agree with the shortest limit the law of that state allows.

FACILITY OF PAYMENT

If at the time of Your death, any Benefit or return of Contribution is payable, We may, at Our option, pay the amount of such Benefit or return of Contribution to Your estate or to an alternative payee. Payment to an alternative payee may not exceed an amount equal to all Contributions that You have paid less any Benefits paid to You or on Your behalf under the Group Policy.

The alternative payee must be a person who is deemed by Us to be justly entitled to the Benefit or return of Contribution. We will not be liable for any payment We make in good faith under this provision.

REFUND TO US FOR OVERPAYMENT OF BENEFITS

If at any time We determine that the total Benefits paid to You was more than the total Benefits due, We have the right to recover the excess amount from You.

If at any time We determine that the total Benefits paid to any other person or entity was more than the total Benefits due, We have the right to recover the excess amount from that person or entity.

PHYSICAL EXAM AND AUTOPSY

We have the right to examine You when and as often as We reasonably require while a claim is pending. We also have the right to make an autopsy, unless it is forbidden by law.



Metropolitan Life Insurance Company

A Mutual Company Incorporated in New York State

Certificate of Coverage under the Group Long-Term Care Insurance Policy

This certifies that the benefits described in this Certificate are provided under and subject to the terms and conditions of the Group Long-Term Care Insurance Policy issued to the [Group Policyholder]. Any prior Certificate relating to this Coverage is void.

The Covered Person named in the SCHEDULE OF BENEFITS is insured for the benefits described in this Certificate on the Effective Date set forth in the SCHEDULE OF BENEFITS.

This Certificate describes the benefits, coverage, exclusions and limitations of the Group Policy that principally affect You. This Certificate is of value to You. Please keep it in a safe place.

Notices to Buyer: Please Read Carefully!

The Group Long-Term Care Insurance Policy including this Certificate is intended to be a qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

This Certificate 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 Certificate limitations.

If You are not satisfied with Your Certificate, You may return it to Us within 30 days after You receive it. When returned, We will refund any Contribution You have paid within 30 days of Our receipt of Your Certificate and this Certificate will then be considered to have never been issued.

Caution

This Certificate may not apply when You have a claim! Please read! This issuance of this long term care Certificate is based upon Your responses to the questions on Your enrollment form. A copy of Your enrollment form has been sent to You under separate cover. If Your answers are incorrect or untrue, We have the right to deny benefits or rescind Your Coverage. 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 Us at this address: MetLife Long Term Care Group, [P.O. Box 937, Westport, Connecticut 06881-0937.]

[The long term care policy is intended to qualify for favorable tax treatment. As such, it must meet certain federal standards in addition to all applicable standards in the state in which the policy was issued or issued for delivery. If you have any questions regarding the tax qualification of this product, You should direct such questions to the appropriate federal agency, or You should contact Your tax advisor.]

Metropolitan Life Insurance Company

Harry P. Kamen
Chairman, President
and Chief Executive Officer

Group Policyholder: [ABC Company]

Group Policy Number: [12345-G]

Form G.LTC6197

[XXX]

050307049007

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[SCHEDULE OF BENEFITS: EFFECTIVE DATE ____/____/____ *]
 (REPLACES ANY PREVIOUS SCHEDULE OF BENEFITS)

Nursing Home Plan

050307049007

TYPE OF COVERED SERVICE	BENEFIT
Type I Covered Services	
[Initial] Care Advisory Visit(s)	100% [Reasonable & Customary] Charge not to exceed [\$250 1 visit per lifetime]
Transition Expense Benefit	The actual Charge not to exceed [\$1,000 per lifetime] ([5] times Nursing Home Benefit)
Type II Covered Services	
Nursing Home [and Hospice Facility]	100% [Reasonable & Customary] Charge not to exceed [\$200/day]
Assisted Living Facility	100% [Reasonable & Customary] Charge not to exceed [\$120/day (60% of Nursing Home Benefit)]
Total Lifetime Benefit	[\$ (X times Nursing Home Benefit)]
Inflation Coverage: Optional or Auto	
Nonforfeiture Coverage: None	
Covered Person: []	
Address : []	SS Number : [xxx/oo/xxxx]
	Original Effective Date: []

***If You are not at work on this date Your Effective Date will be the day You return to work.]**

DEFINITIONS

050307049007

["**Actively at Work**"] means You are employed and meet all of the following conditions:

- You are reporting for work at Your usual place of employment or other location to which the Group Policyholder's business requires You to travel or You are on vacation; and
- You are able to perform all the usual and customary duties of Your occupation on a regular full time basis; and
- You are not absent from work due to sickness, injury or medical leave of absence.]

"**Activities of Daily Living**" ("**ADL**") means any of the following:

- **Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- **Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- **Transferring:** Moving into or out of a bed, chair or wheel chair.
- **Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Continence:** Ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.]

["**Assisted Living Facility**"] means a facility that satisfies all of the following:

- maintains all appropriate licensing required under the laws of the jurisdiction in which it is located to provide Maintenance or Personal Care; and
- provides 24-hour a day care and services sufficient to assist clients with needs which result from the inability to perform Activities of Daily Living or Severe Cognitive Impairment; and
- whose residents are not related to the owner or manager of the facility; and
- has a minimum of 6 residents; and
- uses aides trained or certified to provide Maintenance or Personal Care in accordance with any laws applicable to the provision of such care; and

- provides 24 hour supervision of clients by a trained and available staff; and]
- [• has formal arrangements for emergency medical care; and
- maintains written records of services provided to each client; and
- provides clients with 3 meals a day; and
- has appropriate methods and procedures to assist in administering prescribed drugs where allowed by law.

It is not other than incidentally a hotel, motel, a place for rest or a place for drug addicts or alcoholics. Retirement homes, congregate living, senior housing, or other facilities primarily intended to provide residential services but not Maintenance or Personal Care do not typically qualify as an Assisted Living Facility. If an institution has multiple licenses or purposes, only that section of the institution specifically meeting the definition of Assisted Living Facility will qualify as an Assisted Living Facility.]

["**Bed Reservation Benefit**" means the Benefit payable toward charges You incur to reserve accommodations in a Nursing Home, Hospice, or Assisted Living Facility if, while confined in such institution, You are transferred to a Hospital for acute care on a short term basis.]

"**Benefits**" means the amount We will pay for a Covered Service.

"**Calendar Year**" means a period starting on any January 1 and ending the next December 31.

"**Care Advisor**" means a health care professional from a Care Management Organization.

"**Care Advisory Services**" means the following services performed by a Care Advisor:

- assessing 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
- periodically monitoring and reassessing long-term care services.

"**Care Management Organization**" means an organization operated and licensed as a Care Management Organization under the laws of the jurisdiction in which it is located; or other organization that satisfies all of the following:

- provides Care Advisory Services; and
- has a full-time administrator; and
- maintains written records of services provided to each client; and
- has a staff including at least 1 Nurse and 1 Social Worker.

"**Certificate**" means this certificate and any endorsements attached to this certificate.

["Child" means a person who is at least age 21 who is a natural or adopted child or stepchild of an Eligible Employee or Eligible Retiree.]

"Chronically Ill" is defined in the section "Benefits: Eligibility", "When You Are Eligible For Benefits" in this Certificate.

["Contribution(s)"] means the amount You must pay towards the total Premium charged by Us for Your Coverage. Contributions will not exceed the Premium charged by Us for Your Coverage.]

["Contribution Due Date"] means the date(s) on which each of Your Contributions are due.]

"Coverage" means the specific long-term care coverage that is in effect for You under This Plan as shown in Your SCHEDULE OF BENEFITS and described in this Certificate.

["Covered Person(s)"] means an Eligible Employee, Eligible Retiree or Eligible Family Member on whose account long-term care coverage is in effect under This Plan.]

"Covered Services" means Qualified Long -Term Care Services for which Coverage is specifically provided under and subject to the terms of the Group Policy.

"Custodial Care" means services provided on an extended basis to a person who is Chronically Ill which are aimed at maintaining a person's health and/or preventing deterioration in the person's functional status. Custodial Care does not include any transportation service or other service which is primarily for personal convenience or companionship.

"Designated Care Management Organization" means a Care Management Organization selected by Us to whom We make direct payment.

["Eligible Employee"] means a person who is employed by the Group Policyholder who is in a class of persons eligible for coverage as determined by the Group Policyholder and Us.]

["Eligible Family Member"] means a Spouse, Surviving Spouse, Parent, Grandparent, or Child as determined by the Group Policyholder and Us.]

["Eligible Retiree"] means a person who is a retired employee of the Group Policyholder who is in a class of persons eligible for coverage as determined by the Group Policyholder and Us.]

"Formal Caregiver" means any of the following: a Nurse; [Care Advisor, Therapist; Social Worker]; Home Health Aide [or Homemaker.] Members of the Covered Person's Immediate Family [do not] qualify as Formal Caregivers.

["Grandparent"] means a grandparent, grandparent-in-law, step grandparent or step grandparent-in-law of an Eligible Employee, Eligible Retiree or Surviving Spouse.]

"Group Long-Term Care Insurance Policy" or "Group Policy" means the group insurance policy issued to the Group Policyholder and any exhibits to the group insurance policy (including any Certificate), and any amendment, endorsement or rider to the group insurance policy or exhibits.

["Group Policyholder" means the entity to whom We have issued the Group Long-Term Care Insurance Policy as shown on the Certificate.]

["Hospice" means a facility, unit of a facility, public or private agency or subdivision of a public or private agency that meets federal certification requirements as a hospice, or is comparably licensed under applicable state laws to provide care or management of the Terminally Ill.]

"Hospice Care" means services provided by a Hospice for the care or management of a Terminal Illness.]

"Hospital" means a facility that is licensed as a hospital and:

- provides a broad range of 24 hour a day medical and surgical services for sick and injured persons by, or under the supervision of, a staff of Physicians; and
- provides Nursing Care 24 hours a day.

["Immediate Family" means a Covered Person's Spouse, child (natural, step or adopted), Parent, sibling, grandchild, or in-law. It also includes anyone else who normally resides in the Covered Person's home.]

"Initial Care Advisory Visit" means the service provided by a Care Advisor to:

- assess Your need for long-term care services; and
- develop or work with others to develop options for Your long-term care; and
- discuss the long-term care options with You, Your family or Your Representative.

["Licensed Health Care Practitioner" means a Physician, any registered professional nurse, or licensed social worker, which includes any social worker who has been issued a license, certificate, or similar authorization to act as a social worker by a state or a body authorized by a state to issue such authorization or other individual who meets such requirements as may be prescribed by the U.S. Secretary of the Treasury.]

["Maintenance or Personal Care" means any care with the primary purpose of providing needed assistance with any of the disabilities that result in the individual being Chronically Ill (including protection from threats to health and safety due to Severe Cognitive Impairment).]

"Medicaid" means any state medical assistance program under Title XIX of the Social Security Act as it is now and as it may be amended.

"Medicare" means the Health Insurance for the Aged and Disabled provisions of Title XVIII of the Social Security Act as amended.

"Nurse" means a registered professional nurse (R.N.), licensed practical nurse (L.P.N.) or licensed vocational nurse (L.V.N.) who is currently licensed in the state in which the services are provided.

"Nursing Care" means services requiring the professional skills of a Nurse, provided by a Nurse, under the orders of a Physician, for the purpose of improving or maintaining the Covered Person's health.

["Nursing Home" means a facility that is licensed as a nursing facility under the laws of the jurisdiction in which it is located, or other organization approved by Us, that satisfies all of the following requirements:

- has appropriate licensure for a business under the laws of the jurisdiction in which it is located that provides Maintenance or Personal Care;
- has [24 hour] a day Nursing Care; and
- has 24 hour a day Maintenance or Personal Care provided by a trained/certified and awake staff supervised by a Nurse; and
- maintains a written record of services provided to each client; and
- has formal arrangements for emergency medical care; and
- services are not limited to provision of food, shelter and other residential services such as laundry; and
- residents are not related to the owner or manager of the facility; and
- is not, other than incidentally a Hospital (except a distinct part of a Hospital which is a nursing facility), a residential facility, hotel, motel, place for rest, home for the aged, sheltered living accommodation, facility for the treatment of mental illness, continuing care retirement community or similar entity, or place for drug addicts or alcoholics.]

["Parent" means the parent, parent-in-law, step parent, or step parent-in law of an Eligible Employee, Eligible Retiree or Surviving Spouse.]

"Physician" means a physician as defined in section 1861(r)(1) of the Social Security Act.

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

["Pre-Existing Condition" means a condition for which medical advice or treatment was recommended by, or received from a provider of health care services, within 6 months preceding the Effective Date of Your Coverage.]

["Premium(s)" means the amount the Group Policyholder must remit to Us for the insurance Coverage provided under this Group Policy.]

"Qualified Long-Term Care Services" is defined in the section "What Services Are Covered Under This Plan" in this Certificate.

["Reasonable & Customary" means the lowest of:

- the usual charge by the provider of the Covered Service; or
- the usual charge of most other providers of similar training or experience in the same or similar geographic area for the same or similar Covered Service; or
- the actual charge for the Covered Service.]

["Representative"] means the person designated by You or by a court of law to represent You.

["Severe Cognitive Impairment" means a deterioration or loss in intellectual capacity that places a person in jeopardy of harming him or herself or others and, therefore, the person requires substantial supervision by another individual. Deterioration or loss must be [measured] by clinical evidence and standardized tests which reliably measure impairment in short or long term memory; orientation to people, places or time; and deductive or abstract reasoning.]

"Social Worker" means a licensed social worker including any social worker who has been issued a license, certificate, or similar authorization to act as a social worker by a state or a body authorized by a state to issue such authorizations, or a person with a Masters in Social Work from an accredited university.

["Spouse" means the legal husband or wife of an Eligible Employee, Eligible Retiree or Surviving Spouse.]

["Surviving Spouse" means the legal spouse of a deceased Eligible Employee or deceased Eligible Retiree.]

["Terminal Illness" or "Terminally Ill" means an illness or injury determined by a Physician to be likely to result in a person's death within [6 months].]

["Therapist" means a person who maintains a current license or appropriate professional certification to provide Therapy Services in the jurisdiction in which services are being provided.]

["Therapy Services" means physical, respiratory, speech or occupational therapy services rendered by a Therapist.]

"This Plan" means the plan of long-term care coverage that is insured under the Group Policy.

["Total Lifetime Benefit" means the total amount of Benefits that We will pay for charges You incur for Covered Services not including Benefits for the [Initial] Care Advisory Visit(s) and Transition Expense Benefit. This amount is shown in the SCHEDULE OF BENEFITS and will change if You change Your Nursing Home Benefit.]

["Usual and Customary" means the lower of:

- the usual charge by the provider of the Covered Service; or
- the actual charge for the Covered Service.]

"We", "Us", "Our" and "MetLife" mean Metropolitan Life Insurance Company.

"Year" means any consecutive period of 365 days.

"You" and "Your" mean the Covered Person named in the SCHEDULE OF BENEFITS.

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1. Coverage: Eligibility, Enrollment, Effective Date**A. Eligibility For Coverage**

[Each Eligible Employee, Eligible Retiree or Eligible Family Member may request enrollment for Coverage under This Plan. Each person is only eligible to enroll once for Coverage under This Plan.]

B. Enrollment/Proof of Good Health

[Eligible Employees may request enrollment by calling the toll-free number established for this purpose, without submitting proof of good health, only if one of the following requirements is met:

- Enrollment is requested during the first general enrollment period for This Plan established by Us for this purpose; or
- Enrollment is requested within [31] days of the commencement of their employment with the [Group Policyholder].

In all other cases, [Eligible Employees] must submit a written request for enrollment and provide proof of good health [at their own expense] satisfactory to Us.

[Eligible Retirees and Eligible Family Members] must always submit a written request for enrollment and provide proof of good health [at their own expense] satisfactory to Us.]

C. Effective Date of Coverage

[Coverage does not become effective unless We have received Your first Contribution. If We have received Your first Contribution the following rules apply:

- If You are an [Eligible Employee], Your Coverage will be effective on the later of:
 - the Effective Date shown on Your SCHEDULE OF BENEFITS provided You are Actively at Work; or
 - the first day following the Effective Date shown on Your SCHEDULE OF BENEFITS that You are Actively at Work.
- If You are an [Eligible Retiree or Eligible Family Member], the Effective Date of Your Coverage is shown on Your SCHEDULE OF BENEFITS.

Coverage for an Eligible Employee does not have to be effective in order for Coverage to be effective for an Eligible Family Member.]

2. Benefits: Eligibility

A. When You Are Eligible For Benefits

You are eligible to receive Benefits only if We are provided with proof, satisfactory to Us, that You are Chronically Ill. "Chronically Ill" means that:

1. You are unable to perform, without substantial assistance from another individual, at least [2] Activities of Daily Living for period of at least 90 days due to a loss of functional capacity; or
2. You require substantial supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

A Licensed Health Care Practitioner must have certified, in the last 12 months, that You are Chronically Ill for You to be eligible for Benefits.

B. Initial Eligibility for Benefits

To start the process, You or someone acting on Your behalf must call Our toll-free number to inform Us of Your request for a determination of eligibility for Benefits and the reasons for it. This number is shown on Your [identification card.]

If We require more information:

- We or a person designated by Us may contact You, Your Representative, Your Physician or other persons familiar with Your condition; and
- We or a person designated by Us may need to access Your medical records to obtain information about Your condition (We cannot determine Your eligibility for Benefits if We are denied access to Your medical records); and
- We have the right to have You examined, at Our expense, by a healthcare provider and to conduct an on-site assessment.

C. Continuing Eligibility for Benefits

We have the right to review Your continuing eligibility to receive Benefits. In order to remain eligible for Benefits, at least once every 12 months, You must be re-certified as Chronically Ill by a Licensed Health Care Practitioner. To continue to be eligible for Benefits, You must submit proof satisfactory to Us that You continue to be Chronically Ill.

D. Notification

If You are certified as Chronically Ill, You are eligible for Benefits. We will send written notice that You are eligible for Benefits as soon as reasonably possible. We will send this notice no later than [10] working days after We have received all the information We need to assess Your condition. The notice will state the date as of which You have been certified as Chronically Ill.

When We notify You that You are eligible for Benefits, We will provide You or Your Representative with forms to be used to submit proof of a claim for Benefits. Please refer to "Submitting Proof of Claim" for claims submission requirements.

E. Denial of Eligibility for Benefits

If You are not certified as Chronically Ill, You are not eligible for Benefits. We will send written notice of Our decision as soon as reasonably possible. We will send this notice no later than [10] working days after We have received all the information We need to assess Your condition.

You or Your Representative may ask Us to more fully explain our denial. Within 60 days of the date We receive such a written request: (a) We will provide a written explanation of the reasons for the denial; and (b) make available all information directly relating to such denial.

You or Your Representative may appeal Our denial of eligibility for Benefits by following the instructions for "Appeals of Eligibility for Benefits and Claims Decisions" located in the General Provisions section of this Certificate.

3. Waiting Period

["Waiting Period"] means the amount of time You must wait from the date We determine that You are first Disabled until the date Benefits for Type II Covered Services can begin to be payable. The Waiting Period will be satisfied once (a) We have determined that You were first Disabled; and (b) You received services of the type described under Type II Covered Services [(other than Informal Care Services)] for [60] days.

"Disabled" means We have determined that You are unable to perform, without substantial assistance from another individual, at least [2] Activities of Daily Living or that You require substantial supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

[Reserved for additional definitions of "Disabled" which are patterned from additional definitions of Chronically Ill under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services.]]

[Even if You complete the Waiting Period, Benefits are not payable unless You have been certified as Chronically Ill. A determination that You are Disabled is not the same as being certified as Chronically Ill.

If You cease to be Disabled before completing the Waiting Period, that Waiting Period will end and no Benefits will be payable. A new Waiting Period will begin if We subsequently determine that You are again Disabled. We will credit the portion of that Waiting Period that You did complete towards a new, subsequent Waiting Period if We determine that You are Disabled within [180] days after the end of that prior Waiting Period.]

4. What Services are Covered Under This Plan

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Only the services defined below as Type I or Type II Covered Services are Covered Services for which Benefits are payable under This Plan.

A. QUALIFIED LONG-TERM CARE SERVICES

Benefits are payable for Type I or Type II Covered Services only if the Covered Service is a "Qualified Long-Term Care Service."

["Qualified Long-Term Care Service" means that all of the following requirements are met:

- The services are required by a Covered Person; and
- The Covered Person is certified as Chronically Ill; and
- The services are necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services and Maintenance or Personal Care Services that are required by a person who is Chronically Ill; and
- The services are provided pursuant to a Plan of Care.]

Qualified Long-Term Care Service includes Maintenance or Personal Care. Maintenance or Personal Care may include Custodial Care or necessary assistance with ADLs, homemaker services such as light housekeeping, meal preparation, shopping for items required to provide other Qualified Long-Term Care Services, and services necessary to allow for safe entry into and exit from the home in order for other Qualified Long-Term Care Services to be provided.

However, Qualified Long-Term Care Service shall not be interpreted to include Coverage for expenses incurred for any transportation service or any other service or supply which is primarily for personal convenience or companionship.

B. Type I Covered Services

Care Advisory Visit(s)

You are eligible to receive, at no charge to You, [1 Initial] Care Advisory Visit(s) from a Designated Care Management Organization. To make arrangements, You or someone acting on Your behalf must call Our toll-free number and request an [Initial] Care Advisory Visit(s).

If a Designated Care Management Organization is not available, You may select a Care Management Organization to conduct an [Initial] Care Advisory Visit. In this case, We will pay the Benefit shown in the SCHEDULE OF BENEFITS.

[The Initial Care Advisory Visit is a Type I Covered Service when it occurs before the end of a completed Waiting Period. Payment of Benefits for an Initial Care Advisory Visit will not reduce Your remaining Total Lifetime Benefit.]

[You may be authorized by Us for additional Care Advisory Visits by calling Our toll-free number on Your identification card.]

[Transition Expense Benefit

After You complete the Waiting Period and You are certified as Chronically Ill, We will pay Benefits for expenses incurred during or after the Waiting Period if the expense was incurred on a day You were Chronically Ill up to the amount shown in the SCHEDULE OF BENEFITS for Transition Expenses. "Transition Expense Benefit" means items required to provide Qualified Long-Term Care Services, for example, personal emergency response systems or durable medical equipment. We will not pay for home modifications that are otherwise Qualified Long-Term Care Services if they would increase the value of Your living quarters. Payment of the Transition Expense Benefit will not reduce Your Total Lifetime Benefit.

[The Transition Expense Benefit is not available under the Nonforfeiture Coverage.]]

C. Type II Covered Services

[No more than one Benefit is payable even if You receive more than one Type II Covered Service on the same day. If You receive more than one Type II Covered Service on the same day, the Benefit payable shall be the highest Benefit as shown in the SCHEDULE OF BENEFITS for a Type II Covered Service provided on that day.]

[Benefits are payable only for Covered Services received after the end of a completed Waiting Period assuming You have been certified as Chronically Ill.]

Medications prescribed by a healthcare provider or professional fees charged by a Physician are not Covered Services under This Plan.

Services Provided in a Nursing Home or Hospice Facility

We will pay the Benefit shown in the SCHEDULE OF BENEFITS for the following Qualified Long-Term Care Services received on any day in a Nursing Home or Hospice Facility:

- Room and board accommodations;
- Nursing Care, Maintenance or Personal Care, [Therapy Services and Hospice Care] provided by a Formal Caregiver; or

- Bed Reservation Benefit up to [21 days per Calendar Year]. The Benefit for the Bed Reservation Benefit shall not exceed the Benefit payable if You had been confined in the Nursing Home or Hospice on that day.

[Services Provided in an Assisted Living Facility]

We will pay the Benefit shown in the SCHEDULE OF BENEFITS for the following Qualified Long-Term Care Services received on any day in an Assisted Living Facility:

- Room and board accommodation;
- Nursing Care, Maintenance or Personal Care, [Therapy Services and Hospice Care] provided by a Formal Caregiver; or
- Bed Reservation Benefit up to [21 days per Calendar Year]. The Benefit payable for the Bed Reservation Benefit shall not exceed the Benefit payable if You had been confined in the Assisted Living Facility on that day.]

[Alternate Plan of Service]

"Alternate Plan of Service" means Qualified Long-Term Care Services which are not otherwise specifically defined above as a Covered Service. Benefits will be payable for an Alternate Plan of Service only if We determine, in Our sole discretion, that all of the following requirements are met with respect to each Alternate Plan of Service:

- service falls within guidelines established by Us as an approved Alternate Plan of Service; and
- it effectively meets Your long-term care service needs; and
- it is, for You, a cost-effective alternative to services otherwise covered under this Plan; and
- it is not provided by a member of Your Immediate Family.]

[The Benefit payable for an Alternate Plan of Service shall be the lesser of:

- the actual cost of the services provided; or
- the Benefit for the most closely related defined Covered Service, as determined by Us.]

5. [Pre-Existing Condition Limitation]

Applicable only to Eligible Employees who enrolled under This Plan without being required to furnish proof of good health:

If You have a Pre-Existing Condition on the date Your Coverage becomes effective, no Benefits will be payable for that Pre-Existing Condition until You have been covered for a period of 180 days. The Waiting Period cannot begin until this period has elapsed.

The Pre-Existing Condition Limitation will not apply to a Covered Person who provides proof of good health to Us when You enrolled for Coverage.]

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6. [Replacement Provision

If This Plan replaced another group long-term care policy and this Certificate replaced a certificate under the other group long-term care policy, This Plan shall not limit or exclude Coverage for a Preexisting Condition that would have been covered under the group policy being replaced. Time periods applicable to Pre-existing Conditions and probationary periods for similar Benefits will be waived to the extent that similar limitations or exclusions were satisfied under the group policy being replaced.]

7. Exclusions

The Group Long Term Care Insurance Policy does **not** provide Benefits for any of the following:

- [A. Care specifically provided for detoxification of or rehabilitation for alcohol or drug abuse (chemical dependency), [except drug abuse sustained at the hands of or while being treated by a Physician for an injury or sickness].
- [B. Mental or emotional disorders without demonstrable organic disease. This includes but is not limited to: neurosis, psychoneurosis, psychopathy, and psychosis. This exclusion does not apply to Alzheimer's disease or to any other organically caused brain disorders.]
- C. Any service or supply received outside the United States or its territories.
- D. Illness, treatment or medical condition arising out of:
 - war or act of war (whether declared or undeclared);
 - [• participation in a felony, riot or insurrection;
 - service in the armed forces or auxiliary units;
 - attempted suicide (while sane or insane) or intentionally self-inflicted injury [within 2 years of the initial effective date of Coverage];
 - aviation (this applies only to non-fare paying passengers).
- E. Treatment provided in a government facility, unless otherwise required by law.
- F. Any care provided while in a Hospital, except for confinement in a distinct part of a Hospital which is licensed as a Nursing Home or Hospice.
- G. [Any service provided by Your Immediate Family.]
- H. [A service or supply furnished by or available as a benefit under:
 - any state or federal workers' compensation law;
 - any [employer's liability or] occupational disease law;]

- any motor vehicle no-fault law.]

[I. Any service or supply to the extent that such expenses are reimbursable under Medicare, or would be so reimbursable but for the application of a deductible or coinsurance or copayment amount. This exclusion will not apply in those instances where Medicare is determined to be secondary payor under applicable law.]

J. Services for which no charge is normally made in the absence of Insurance.]

8. [Coordination of Benefits

We will reduce Your Benefits by the dollar amount payable by any of the following, to the extent that the combination of Your Benefit and amounts payable or which would be payable by any of the following exceed 100% of the actual charge for the covered expenses:

- any federal, state or other governmental health care plan or law (except Medicaid);
- [• any state or federal workers' compensation law; or
- [• any other plan which any employer contributes to or sponsors.]]

9. Submitting Proof of Claim

A. How to Submit a Claim

We will pay Benefits only upon receipt of adequate written proof that You have incurred expenses for Covered Services.

To assist Us in determining whether You have incurred expenses for Covered Services:

- We or a person designated by Us may contact You, Your Representative, Your Physician or other persons familiar with the services provided to You; and
- We or a person designated by Us may need to access Your medical records to obtain information about Your condition or the services provided to You (We cannot approve a claim for Benefits if We are denied access to Your medical records); and
- We have the right to have You examined, at Our expense, by a healthcare provider and to conduct an on-site assessment; and
- We have the right to require You to submit to Us Your Explanations of Benefits from Medicare or documentation from any other source from whom You may have received reimbursement for the same Covered Service.

You must submit written proof of claim no later than [90] days after the end of the Calendar Year in which the expenses were incurred. Failure to submit proof of claim within the time limit may result in a claim denial unless it is shown that:

- It was not reasonably possible to provide proof of claim within the time period; and
- Proof of claim was submitted as soon as reasonably possible.

If any forms are required to substantiate Your proof of loss, they will be provided to you within 15 days of Your request. If We do not furnish the forms within 15 days after We have received notice of Your claim, You shall be deemed to have complied with the requirements of This Plan as to proof of claim upon submitting within the time frame fixed by This Plan of filing proof of claim, written proof covering the occurrence, character, and extent of the loss for which the claim is made.

B. Time Limit For Filing

If any written notice of your claim is required, it shall be given to Us within twenty days after the occurrence or commencement of any loss covered by the policy.

Proof must be given to Us not later than 90 days after the end of the Calendar Year in which You received Covered Services. Failure to give notice within that time shall not invalidate or reduce any claim if it can be shown that notice was given as soon as reasonably possible.

C. Time Limit on Starting Law Suits

No action at law or in equity shall be brought to recover on This Plan within 60 days after proof of claim has been filed in accordance with This Plan's requirements and no such action shall be brought after the expiration of three years from the time that proof of loss was required to be filed.

D. Approval of Claims

If We approve Your claim for Benefits, We will send written notice of Our decision as soon as reasonably possible. In no event will We send this notice later than [10] working days after We have received all the information We need to assess Your claim.

E. Denial of Claims

If We deny Your claim for Benefits, in whole or in part, We will send written notice of Our decision as soon as reasonably possible. In no event will We send this notice later than [10] working days after We have received all the information We need to assess Your claim.

You or Your Representative may ask Us to more fully explain our denial. Within 60 days of the date We receive such a written request: (a) We will provide a written explanation of the reasons for the denial; and (b) make available all information directly relating to such denial.

You or Your Representative may appeal Our denial of Your claim by following the instructions for "Appeals of Eligibility for Benefits or Claims Decisions" located in the General Provisions section of this Certificate.

10. Payment of Benefits

All Benefits are shown in the SCHEDULE OF BENEFITS.

All Benefits will be paid in U.S. currency. All Benefits will be paid directly to You within 60 days after we receive proof of loss unless You have completed a valid assignment of Benefits to a provider of long-term care services.

[We will not honor any assignment of Benefits either to Providers of Alternate Plan of Service or for Transition Expense Benefit.]

All Benefits [(other than the Transition Expense Benefit and the Initial Care Advisory Visit)] will be counted toward the Total Lifetime Benefit and payment of these Benefits will be limited to the Total Lifetime Benefit.

11. [Restoration of Benefits

Your Total Lifetime Benefit will be restored, if all of the following conditions are met:

1. Your Total Lifetime Benefit has not been exhausted;
2. You have paid Contributions for a continuous period of [60] months from the date as of which You were no longer Chronically Ill; and
3. You provide proof satisfactory to a Licensed Health Care Practitioner employed or retained by Us that You were not Chronically Ill at any time during this [60] month period.]

12. Changing Benefits

While You are a Covered Person, there are circumstances under which You may change Your Benefits. You may never change Benefits while Nonforfeiture Coverage is in effect for You. As stated in "Contributions," a change in Benefits may result in a change in the amount of Your Contribution.

We must approve, in writing, any change in Benefits [other than the Automatic Inflation Protection Increase.] If We approve the change, We will send You written notice of the effective date and nature of the change. If We do not approve the change, We will send You a form stating what You must do to appeal Our denial. The following are the circumstances under which You may request a change in Your Benefits:

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A. [Automatic Inflation Protection Increase [(available if shown in SCHEDULE OF BENEFITS)]

On each ["January 1"], Your Nursing Home Benefit will increase at a rate of [5%] compounded annually [(rounded to the next highest \$X)] for the period from the effective date of the previous Automatic Inflation Protection increase and extending until [the effective date of the current Automatic Inflation Protection Increase.] [All other Benefits (including) [(the Total Lifetime Benefit) that are computed either as a percentage or multiple of the Nursing Home Benefit will also increase at the same percentage rate as Your Nursing Home Benefit increases.] However, if You have received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will increase by that same percentage rate.

Automatic Inflation Protection increases are made without regard to Your age, claim status, claim history or the length of time You have been Covered under This Plan.

However, no Automatic Inflation Protection Increase will be made once Nonforfeiture Coverage is in effect for You.]

B. [Optional Inflation Increase [(available only if shown in SCHEDULE OF BENEFITS)]

[Periodically] We will offer You the option to request an Optional Inflation Increase. If You accept this offer, Your Nursing Home Benefit will increase at a rate of at least [5%] compounded annually [(rounded to the next highest \$X)] for the period from the effective date of the previous Optional Inflation Increase offer and extending until [the effective date of the current Optional Inflation Increase offer]. [All other Benefits (including the Total Lifetime Benefit) that are computed either as a percentage or multiple of the Nursing Home Benefit will also increase at the same percentage rate as Your Nursing Home Benefit increases.] However, if You have received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will increase by that same percentage rate.

[You are eligible to request an Optional Inflation Increase only if You accepted Our offer for an Optional Inflation Increase [at least once during the last two consecutive times] this offer was made to You. We may waive this requirement, at Our sole discretion, without prejudice to our right to enforce it at a future date.]

[The Optional Inflation Increase offer will be made by Us without regard to Your age, claim status, claim history or length of time You have been Covered under This Plan and Your request will be approved by Us without evidence of Your good health.]

An Optional Inflation Increase takes effect the day We approve Your request if it is the 1st day of a month; and in all other cases, the 1st day of the month following the month in which We approved Your request.]

C. Benefit Increases With Proof of Good Health

You may, [at any time], request an increase in Your Nursing Home Benefit. [This request can be made in writing or by calling Our toll-free number as shown on Your [identification card]] We will approve Your request only if You provide Us, at Your expense, with proof satisfactory to Us of Your good health. Increase amounts are subject to limits available at the time of Your request. [All other Benefits (including the Total Lifetime Benefit) that are computed either as a percentage or multiple of the Nursing Home Benefit will also increase at the same percentage rate as Your Nursing Home Benefit increases.] However, if You have received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will increase by that same percentage rate.

The effective date of the increase will be [the day We approve Your request if it is the 1st day of a month; and in all other cases, the 1st day of the month following the month in which Your request was approved].

D. Benefit Decreases

You may, [at any time], request a decrease in Your Nursing Home Benefit. This request can be made in writing or by calling Our toll-free telephone number as shown on Your [identification card]. The amount of the decrease is subject to limits available at the time of Your request. [All other Benefits (including the Total Lifetime Benefit) that are computed either as a percentage or multiple of the Nursing Home Benefit will also decrease at the same percentage rate as Your Nursing Home Benefit decreases.] However, if You have received any Benefits, only the remaining portion of the Total Lifetime Benefit and Transition Expense Benefit will decrease by that same percentage rate.

The effective date of the decrease will be [the day We approve Your request if it is the 1st day of a month; and in all other cases, the 1st day of the month following the month in which Your request was approved].

E. Other Coverage Changes

[You may be eligible to make other changes to Your Coverage. Such changes may require proof of good health and may impact Your Contributions. Contact Us for details.]

13. Contributions**[A. Payment of Contribution]**

Your Contribution is due and payable on the [1st day of every month]. Your Contribution must be paid in U.S. currency.]

[B. Changes in the Contribution Amount]

The amount of Your Contribution for Your initial Coverage is based on [Your age as of Your original Effective Date] as shown in the Schedule of Benefits.

We reserve the right to change Premiums on a class basis. Accordingly, Contributions may change on a class basis. Your Contribution will not increase because You get older or Your health changes.

Contribution changes for You alone will only occur if We have accepted Your request to change Your Benefits.

C. Contribution Amount Changes When Benefits Increase

Your Contributions will increase for each: [(a) Optional Inflation Increase or (b)] Benefit increase approved by Us with proof of Your good health. The additional Contribution amount is based on Your age and the premium rates in effect at the time the increase takes effect.

[If You have elected the Automatic Inflation Increase, Your Contribution is not expected to increase as a result of any such increase. However, We reserve the right to adjust Premium rates on a class basis. Accordingly, Contributions may change on a class basis.]

D. Contribution Amount Changes When Benefits Decrease

Your Contribution will decrease if We approve Your request to decrease Your Benefits. The amount of the reduction will be computed assuming that the level of Benefits purchased last are discontinued first.

[E. Discounts

1. If [2] members of the same household apply for and are accepted for Coverage, they will receive a 10% discount off each Contribution owed.
2. This discount will end if 1 member stops paying his/her Contribution for any reason other than death or "Waiver of Contributions".]

14. Grace Period

There is a 30 day grace period for payment of Your Contribution. This means We must receive Your Contribution, by the 30th day after the date it is due. If We have not received Your Contribution by the end of this grace period, We will send a written notice of termination of Your Coverage to You (and to any person You have designated to receive such Notice) by first class U.S. mail, postage prepaid.

You have the right to designate an individual to receive notice of termination concurrently with any such notice We will send You. The individual You designate will not be responsible for payment of the Contribution. It is Your responsibility to notify Us of any change in Your designation.

15. Waiver of Contributions

[We will waive Your Contribution beginning on the date as of which You complete both the Waiting Period and are certified as Chronically Ill if that is the 1st day of a month. In all other cases, We will waive Your Contribution beginning on the 1st day of the month following the month in which You complete the Waiting Period and are certified as Chronically Ill. You must resume payment of Your Contribution beginning on the 1st day of the month following the month in which You are no longer certified as Chronically Ill.]

16. When Your Coverage Ends

Your Coverage will end on the earliest of:

- the last day of the month in which You notify Us that You wish to cancel Your Coverage;
- the date of Your death;
- 35 days after We send a written notice of termination of Your Coverage as stated in "Grace Period";
- the date You have received Benefits equal to Your Total Lifetime Benefit [unless You have unlimited Coverage];
- [• the date the Group Policy ends, subject to the provisions in "Continuation Coverage";]
- [• the date Your employment with the Group Policyholder terminates, subject to the provisions in "Continuation Coverage".]
- [• if You are an Eligible Employee or Eligible Family Member of an Eligible Employee, the date the Eligible Employee's employment with the Group Policyholder terminates along with a group of employees as a result of corporate restructuring, acquisition, spinoff or similar circumstances, subject to the provisions in "Continuation Coverage".]
- [• if You are an Eligible Retiree or an Eligible Family Member of an Eligible Retiree, the date the Group Policyholder no longer considers that class of retirees to be Eligible Retirees, subject to the provisions in "Continuation Coverage".]

If Your eligibility for Coverage was based upon Your relationship to another person, Your Coverage will not end if that relationship terminates by death or dissolution of marriage.

17. Reinstatement of Coverage

[If Your Coverage ends due to non-payment of Your Contribution, We will reinstate Coverage back to the date it ended if, within [12] months of the date Coverage ended, You or Your Representative:

- Request reinstatement; and
- Submit all past due contributions to Us; and
- Submit proof of good health acceptable to Us, at Your expense.]

[If Your Coverage ended due to non-payment of Your Contribution, We will reinstate Coverage back to the date it ended, without requiring proof of Your good health, if within 5 months of the date Coverage ended, You or Your Representative:

- submit proof acceptable to Us that You suffered a cognitive impairment or loss of functional capacity at the time Your Contribution was due; and
- submit all past due Contributions to Us.]

The standard of proof We will use will be no more restrictive than as described in the "Benefits Eligibility" section in this Certificate.

[If We reinstate Your Coverage, Your Contribution will be based on Your age as if Your Coverage had continued without interruption.]

18. Extension of Benefits

[If as of the date Your Coverage ends, You are certified as Chronically Ill and are confined in a Nursing Home, Hospice Facility or Assisted Living Facility, We will extend the payment of Benefits for Qualified Long-Term Care Services received in the Nursing Home, Hospice or Assisted Living Facility so long as without interruption, You remain Chronically Ill and confined in the Nursing Home, Hospice or Assisted Living Facility. Subject to the Waiting Period and all other requirements of this Group Policy, Benefits will be extended only until the earliest of:

- the date You are no longer certified as Chronically Ill; or
- the date You are no longer confined in the Nursing Home, Hospice or Assisted Living Facility; or
- the date the Total Lifetime Benefit has been paid [unless You have unlimited Coverage].]

19. Continuation Coverage

You have the right to continue Coverage even if Your Coverage ends, except as stated below. This is called "Continuation Coverage" and it requires that You pay Contributions to Us directly when they are due. We will automatically provide Continuation Coverage unless You or Your Representative notify us that you do not want it.

Continuation Coverage is not available to the following categories of persons:

- Category 1: • Your Coverage ends because You failed to make any required payment of Contribution when due or You notified Us that You want to end Your Coverage; or
- Category 2: • You have already received Benefits that count toward Your Total Lifetime Benefit that are equal to Your Total Lifetime Benefit [unless You have unlimited Coverage]; or
- [Category 3: • The Group Policy terminates and Coverage is replaced (within 31 days after termination) by other group coverage that:
- is effective on the day following termination of Coverage; and
- provides Benefits which are identical to or are determined, as required under applicable law, to be substantially equivalent to or exceed those provided by this Group Policy; and]
- [calculates Premium based on Your age at inception of Coverage under this Group Policy.]
- [Category 4: • Your employment with the Group Policyholder terminates or, if You are an Eligible Family Member of an Eligible Employee, that Eligible Employee's employment with the Group Policyholder terminates along with a group of employees as a result of corporate restructuring, acquisition, spinoff or similar circumstances and Coverage is replaced (within 31 days after termination) by other group coverage that:
- is effective on the day following Your termination of Coverage; and
- provides Benefits which are identical to or are determined, as required under applicable law, to be substantially equivalent to or exceed those provided by This Group Policy; and
- calculates Premium based on Your age at inception of Coverage under this Group Policy.]

- [Category 5: • You are an Eligible Retiree, or an Eligible Family Member of an Eligible Retiree, whose Coverage terminates because the Group Policyholder no longer considers that class of retirees to be Eligible Retirees and Coverage is replaced (within 31 days after termination) by other group coverage that:
- is effective on the day following Your termination of Coverage; and
 - provides Benefits which are identical to or are determined, as required under applicable law, to be substantially equivalent to or exceed those provided by This Group Policy; and
 - calculates Premium based on Your age at inception of Coverage under this Group Policy.]

[We may, in Our discretion, offer Continuation Coverage to all persons in Categories 3, 4 and/or 5. In this event, You will be notified in writing of Our offer.]

20. [Return of Contributions

If You are covered on the date of Your death, We will refund to Your estate those Contributions that were due and paid to Us up to Your 65th birthday as follows:

If You die before age 65: All Contributions less any Benefits paid to You or on Your behalf under This Plan.

If You die on or after age 65 but before age 70: All Contributions due and paid up to Your 65th birthday - reduced by 1/60 of that amount for each full month You were covered after Your 65th birthday - less any Benefits paid to You or on Your behalf under This Plan.

We will not refund any Contributions that were due and paid after Your 65th birthday.

We will not refund any Contributions:

- [• If Nonforfeiture Coverage was being provided as described in "NONFORFEITURE COVERAGE" on the date of Your death; or]
- If You die on or after age 70.

The time limit for submitting proof of claim to MetLife for a refund of Contributions is 90 days after the date of the Covered Person's death.

If Your Coverage ends because of Your death, any additional Contributions paid for any period beyond the date of Your death will be refunded to Your estate.]

21. [Nonforfeiture Coverage (Shortened Benefit Period #1)] *[(available only if shown in SCHEDULE OF BENEFITS)]*

If Paid Contributions have been paid for at least [3 years] and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "Paid Contributions" means Contributions You have paid that include charges for Nonforfeiture Coverage and also include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date." "Nonforfeiture Date" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.

The same Benefits will be payable under Nonforfeiture Coverage except that the Total Lifetime Benefit will be the greater of (a) the sum of all Paid Contributions or (b) 30 times the daily Nursing Home Benefit in effect immediately prior to the Nonforfeiture Date. The total Benefits paid prior to and after the Nonforfeiture Date will not exceed the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date.]

22. General Provisions

A. Appeals of Eligibility for Benefits or Claims Decisions

We will reconsider Our decision to deny Your eligibility for Benefits or Your claim for Benefits if You or Your Representative:

- make a written request to Us for a review of Our decision; and
- send this request to Us within 60 days after You receive Our denial.

We will, within 60 days of the date of Your request, review the denial and make a final decision. Our final decision will be in writing, and if a denial, will include Our specific reasons.

B. Qualified Long-Term Care Plan Disclosure

This Plan is intended to be a qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986 as amended. All terms and conditions of this

Certificate and This Plan are intended to be and shall be interpreted in a manner consistent with all legal requirements of a "qualified long-term care insurance contract" as that term is defined in Section 7702B(b) of the Internal Revenue Code of 1986 as amended.

We reserve the right to change the terms and conditions of this Certificate and This Plan as and when necessary to maintain the Long-Term Care Policy as a "qualified long-term care insurance contract" under Section 7702B(b) of the Internal Revenue Code of 1986 as amended.

We will give You written notice of any such change as soon as reasonably possible.

[Reserved for federal or state mandated statements.]

C. Statements Made By You Relating to Insurability

Any statement made by You will be deemed a representation and not a warranty. No such statement made by You which relates to insurability will be used by Us to: (a) contest the validity of Your Coverage or (b) deny an otherwise valid claim; unless the statement was contained in a written form which had been signed by You and a copy of the form has been furnished to You.

If Your Coverage has been in force for less than 6 months, We may contest the validity of Your Coverage or deny an otherwise valid claim upon a showing of misrepresentation by You that was material to the acceptance for coverage.

If Your Coverage has been in force for at least six (6) months but less than two (2) years, We may contest the validity of Your Coverage or deny an otherwise valid claim upon a showing of misrepresentation that is both material to the acceptance for coverage and which pertains to the condition for which Benefits are sought.

If Your Coverage has been in force for two (2) years or more, We may contest the validity of Your Coverage or deny an otherwise valid claim only upon a showing that You knowingly and intentionally misrepresented relevant facts relating to Your health.

D. Age

If Your date of birth is not correct as shown on Your Enrollment Form, an adjustment in Contribution and/or amounts of insurance may be made, as deemed appropriate by Us, based on the correct information.

E. Assignment; No Cash Value; Premium Refunds

Neither the Group Policy nor this Certificate has any cash surrender value or other money that can be paid, assigned, or pledged as collateral for a loan or borrowed.

The Benefits payable under the Group Policy may not be assigned prior to a loss.

Any refunds of Premiums, (except refunds on the death of the Covered Person [or on complete surrender or cancellation of this Coverage]), or any dividends or similar amounts under the Group Policy shall be applied as a reduction in future premiums or an increase in future benefits.

F. Guaranteed Renewability

[This Plan is Guaranteed Renewable. This means We cannot decline to renew This Plan but We reserve the right to change Premiums on a class basis. Accordingly, Contributions may change on a class basis. Your Coverage may not be canceled, nonrenewed or otherwise terminated on the grounds of Your age or the deterioration of Your mental or physical health.]

However, renewal or termination of the Group Policy are matters to be determined by MetLife and the Group Policyholder in accordance with the terms of the Group Policy. As a result, no such matter requires the consent of any Covered Person or other person who has a beneficial interest under the Group Policy in order for it to take effect. You will be notified in the event the Group Policy terminates. Under the circumstances described in "Continuation Coverage", You have the right to continue Your Coverage even if This Plan terminates.

G. Right To Amend Contract Provisions

We reserve the right to make changes in this Certificate or in the Group Policy in order to comply with federal or state laws or regulations applicable to This Plan. Any such change will apply to all Certificates under This Plan. We will give You written notice of any such change as soon as is reasonably possible.

H. Interpretation of Terms, Conditions, Provisions

The Group Policy determines governing contractual provisions. We in Our discretion have authority to interpret the terms, conditions and provisions of the entire contract.

I. Legal Actions

No legal action or suit to recover under this Group Long Term Care Insurance Policy may be started:

- before 60 days after proof of claim has been furnished to MetLife; or
- more than [3 years] after the time the proof was required to be submitted to MetLife.

It is possible that the laws of the state where You reside may require a different time limit. If so, the above time limit shall be adjusted to agree with the shortest limit the law of that state allows.

J. Facility of Payment

If at the time of Your death, any Benefit or Return of Contribution is payable, We may, at Our option, pay the amount of such Benefit to Your estate or to an alternative payee. Payment to an alternative payee may not exceed an amount equal to all Contributions that You have paid less any Benefits paid to You or on Your behalf under This Plan.

The alternative payee must be a person who is deemed by Us to be justly entitled to the Benefit and must be related to You by blood or marriage. We will be fully discharged to the extent of any payment We make in good faith under this provision.

K. Refund to Us for Overpayment Of Benefits

If at any time We determine that the total amount of Benefits paid to You was more than the total amount of Benefits due, We have the right to recover the excess amount from You. However, We may not recover any Benefit payments paid to You or on Your behalf in the event that this certificate is rescinded.

If at any time We determine that the total amount of Benefits paid to any other person or entity was more than the total amount of Benefits due, We have the right to recover the excess amount from that person or entity.

L. Physical Exam and Autopsy

We have the right to examine You when and as often as We may reasonably require during the pendency of a claim. We also have the right to make an autopsy where it is not prohibited by law.

Metropolitan Life Insurance Company
P. O. Box 937
Westport, CT 06880-0937



[Date]

[Name]

[Address]

[City, State Zip Code]

Group Name: [Group Name]

Group #: [Group Number]

Dear [Name]:

We are writing to confirm your recent change to your MetLife Long-Term Care Insurance coverage through [Group Name].

Enclosed you will find a copy of your new Schedule of Benefits which provides details regarding the change (or changes) you recently made to your Long-Term Care Insurance coverage. Please take some time to review this information carefully. Once you have reviewed this information, please keep it in a safe place along with your other valuable documents.

Please note, as a result of your change, your premiums may have increased or decreased.

If you have any questions, please call MetLife at [Group 800#]. Hearing impaired individuals with a TTY may call 1-800-638-1004. A Customer Service Consultant will be happy to assist you.

Sincerely,

A handwritten signature in dark ink that reads "Jodi Anatole". The signature is written in a cursive, flowing style.

Jodi Anatole
Vice President
MetLife Long-Term Care

Enclosure



Metropolitan Life Insurance Company

A Mutual Company Incorporated in New York State

Certificate of Coverage under the Group Long-Term Care Insurance Policy

This certifies that the benefits described in this Certificate are provided under and subject to the terms and conditions of the Group Long-Term Care Insurance Policy issued to the [Group Policyholder]. Any prior Certificate relating to this Coverage is void.

The Covered Person named in the SCHEDULE OF BENEFITS is insured for the benefits described in this Certificate on the Effective Date set forth in the SCHEDULE OF BENEFITS.

This Certificate describes the benefits, coverage, exclusions and limitations of the Group Policy that principally affect You. This Certificate is of value to You. Please keep it in a safe place.

Notices to Buyer: Please Read Carefully!

The Group Long-Term Care Insurance Policy including this Certificate is intended to be a qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

This Certificate 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 Certificate limitations.

If You are not satisfied with Your Certificate, You may return it to Us within 30 days after You receive it. When returned, We will refund any Contribution You have paid within 30 days of Our receipt of Your Certificate and this Certificate will then be considered to have never been issued.

Caution

This Certificate may not apply when You have a claim! Please read! This issuance of this long term care Certificate is based upon Your responses to the questions on Your enrollment form. A copy of Your enrollment form has been sent to You under separate cover. If Your answers are incorrect or untrue, We have the right to deny benefits or rescind Your Coverage. 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 Us at this address: MetLife Long Term Care Group, [P.O. Box 937, Westport, Connecticut 06881-0937.]

[The long term care policy is intended to qualify for favorable tax treatment. As such, it must meet certain federal standards in addition to all applicable standards in the state in which the policy was issued or issued for delivery. If you have any questions regarding the tax qualification of this product, You should direct such questions to the appropriate federal agency, or You should contact Your tax advisor.]

Metropolitan Life Insurance Company

Harry P. Kamen
Chairman, President
and Chief Executive Officer

Group Policyholder: [ABC Company]

Group Policy Number: [12345-G]

Form G.LTC6297

050307049007

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**[SCHEDULE OF BENEFITS: EFFECTIVE DATE ____/____/____ *
(REPLACES ANY PREVIOUS SCHEDULE OF BENEFITS)
At-Home+Nursing Home Plan**

050307049007

TYPE OF COVERED SERVICE

BENEFIT

Type I Covered Services

[Initial] Care Advisory Visit(s)

100% [Reasonable & Customary] Charge
not to exceed [\$250 1 visit per lifetime]

Transition Expense
Benefit

The actual Charge not to exceed [\$1,000 per
lifetime] ([5] times Nursing Home Benefit)

Type II Covered Services

Nursing Home [and Hospice
Facility]

100% [Reasonable & Customary] Charge
not to exceed [\$200/day]

Assisted Living Facility

100% [Reasonable & Customary] Charge
not to exceed [\$120/day (60% of Nursing
Home Benefit)]

Home Care [Care Advisory Services],
[Hospice Home Care] and
Adult Day Care

100% [Reasonable & Customary] Charge
not to exceed [\$120/day (60% of Nursing
Home Benefit)]

Informal Care

100% [Reasonable & Customary] Charge
not to exceed [\$50/day (25% of Nursing
Home Benefit) 30 days/calendar year
maximum]

Respite Services

100% [Reasonable & Customary] Charge
not to exceed [\$200/day (100% of Nursing
Home Benefit) [21] days/calendar year
maximum]

Total Lifetime Benefit

[\$ (X times Nursing Home Benefit)]

Inflation Coverage: Optional or Auto

Nonforfeiture Coverage: None

Covered Person: []

Address : []

SS Number : [xxx/oo/xxxx]

Original Effective Date: []

***If You are not at work on this date Your Effective Date will be the day You return to work.]**

DEFINITIONS

050307049007

["**Actively at Work**"] means You are employed and meet all of the following conditions:

- You are reporting for work at Your usual place of employment or other location to which the Group Policyholder's business requires You to travel or You are on vacation; and
- You are able to perform all the usual and customary duties of Your occupation on a regular full time basis; and
- You are not absent from work due to sickness, injury or medical leave of absence.]

"**Activities of Daily Living**" ("ADL") means any of the following:

- [• **Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- **Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- **Transferring:** Moving into or out of a bed, chair or wheelchair.
- **Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Continence:** Ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.]

["**Adult Day Care Center**"] means a facility operated, licensed and/or certified as an Adult Day Care Center under the laws of the jurisdiction in which it is located; or other organization that satisfies all of the following:

- provides a program of adult day care; and
- maintains a written record of services provided to each client; and
- has established procedures to obtain emergency medical care; and
- is not a place predominantly providing services for recreation or social activities; and
- maintains a client-to staff ratio of 8 (or less) to 1 which staff includes a full-time director, 1 or more [Nurses] in attendance during operating hours at least 4 hours a day, and at least 2 staff members in attendance whenever clients are present.]

["**Assisted Living Facility**"] means a facility that satisfies all of the following:

- maintains all appropriate licensing required under the laws of the jurisdiction in which it is located to provide Maintenance or Personal Care; and
- provides 24-hour a day care and services sufficient to assist clients with needs which result from the inability to perform Activities of Daily Living or Severe Cognitive Impairment; and
- whose residents are not related to the owner or manager of the facility; and
- has a minimum of 6 residents; and
- uses aides trained or certified to provide Maintenance or Personal Care in accordance with any laws applicable to the provision of such care; and
- provides 24 hour supervision of clients by a trained and awake staff; and
- has formal arrangements for emergency medical care; and
- maintains written records of services provided to each client; and
- provides clients with 3 meals a day; and
- has appropriate methods and procedures to assist in administering prescribed drugs where allowed by law.

It is not other than incidentally a hotel, motel, a place for rest or a place for drug addicts or alcoholics. Retirement homes, congregate living, senior housing, or other facilities primarily intended to provide residential services but not Maintenance or Personal Care do not typically qualify as an Assisted Living Facility. If an institution has multiple licenses or purposes, only that section of the institution specifically meeting the definition of Assisted Living Facility will qualify as an Assisted Living Facility.]

["**Bed Reservation Benefit**" means the Benefit payable toward charges You incur to reserve accommodations in a Nursing Home, Hospice, or Assisted Living Facility if, while confined in such institution, You are transferred to a Hospital for acute care on a short term basis.]

"**Benefits**" means the amount We will pay for a Covered Service.

"**Calendar Year**" means a period starting on any January 1 and ending the next December 31.

"**Care Advisor**" means a health care professional from a Care Management Organization.

"**Care Advisory Services**" means the following services performed by a Care Advisor:

- assessing 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

- periodically monitoring and reassessing long-term care services.

"Care Management Organization" means an organization operated and licensed as a Care Management Organization under the laws of the jurisdiction in which it is located; or other organization that satisfies all of the following:

- provides Care Advisory Services; and
- has a full-time administrator; and
- maintains written records of services provided to each client; and
- has a staff including at least 1 Nurse and 1 Social Worker.

"Certificate" means this certificate and any endorsements attached to this certificate.

["Child" means a person who is at least age 21 who is a natural or adopted child or stepchild of an Eligible Employee or Eligible Retiree.]

"Chronically Ill" is defined in the section "Benefits: Eligibility" "When You Are Eligible For Benefits" in this Certificate.

["Contribution(s)" means the amount You must pay towards the total Premium charged by Us for Your Coverage. Contributions will not exceed the Premium charged by Us for Your Coverage.]

["Contribution Due Date" means the date(s) on which each of Your Contributions are due.]

"Coverage" means the specific long-term care coverage that is in effect for You under This Plan as shown in Your SCHEDULE OF BENEFITS and described in this Certificate.

["Covered Person(s)" means an Eligible Employee, Eligible Retiree or Eligible Family Member on whose account long-term care coverage is in effect under This Plan.]

"Covered Services" means Qualified Long -Term Care Services for which Coverage is specifically provided under and subject to the terms of the Group Policy.

"Custodial Care" means services provided on an extended basis to a person who is Chronically Ill which are aimed at maintaining a person's health and/or preventing deterioration in the person's functional status. Custodial Care does not include any transportation service or other service which is primarily for personal convenience or companionship.

"Designated Care Management Organization" means a Care Management Organization selected by Us to whom We make direct payment.

["Eligible Employee" means a person who is employed by the Group Policyholder who is in a class of persons eligible for coverage as determined by the Group Policyholder and Us.]

["Eligible Family Member" means a Spouse, Surviving Spouse, Parent, Grandparent, or Child as determined by the Group Policyholder and Us.]

["Eligible Retiree" means a person who is a retired employee of the Group Policyholder who is in a class of persons eligible for coverage as determined by the Group Policyholder and Us.]

"Formal Caregiver" means any of the following: a Nurse; [Care Advisor, Therapist; Social Worker]; Home Health Aide [or Homemaker.] Members of the Covered Person's Immediate Family [do not] qualify as Formal Caregivers.

["Grandparent" means a grandparent, grandparent-in-law, step grandparent or step grandparent-in-law of an Eligible Employee, Eligible Retiree or Surviving Spouse.]

"Group Long-Term Care Insurance Policy" or "Group Policy" means the group insurance policy issued to the Group Policyholder and any exhibits to the group insurance policy (including any Certificate), and any amendment, endorsement or rider to the group insurance policy or exhibits.

["Group Policyholder" means the entity to whom We have issued the Group Long-Term Care Insurance Policy as shown on the Certificate.]

"Home Health Care Agency" means a Hospital or other organization that:

- is licensed or certified as a Home Health Care Agency, under the laws of the jurisdiction in which it is located, under a public health law or similar law, if licensing is required, to provide home health care services; or
- is recognized as a home health agency by Medicare; or
- is a Hospital or other organization that satisfies all of the following:
 - is licensed or certified by the state to provide home care services; and
 - develops and periodically reviews long-term care service plans at appropriate intervals; and
 - uses aides trained or certified to provide Maintenance or Personal Care in accordance with any laws applicable to the provision of such care; and
 - provides on-site supervision of aides by a Nurse or Social Worker; and
 - provides on-call availability of a Nurse or a Physician in the event of a medical emergency during the hours that the aide is in the client's home; and
 - maintains a written record of services provided to each client.

"Home Health Aide" means a person whose services are arranged and supervised through a Home Health Care Agency and whose main function is to provide assistance with Activities of Daily Living.

If state or local licensing/certification is required, the person must be licensed/certified as a home health aide where the service is performed.

["Homemaker" means a person whose services are arranged and supervised through a Home Health Care Agency and who provides Qualified Long-Term Care Services. Such services may include light housekeeping, meal preparation or shopping for items needed for Qualified Long-Term Care Services.]

["Hospice" means a facility, unit of a facility, public or private agency or subdivision of a public or private agency that meets federal certification requirements as a hospice, or is comparably licensed under applicable state laws to provide care or management of the Terminally Ill.

"Hospice Care" means services provided by a Hospice for the care or management of a Terminal Illness.]

"Hospital" means a facility that is licensed as a hospital and:

- provides a broad range of 24 hour a day medical and surgical services for sick and injured persons by, or under the supervision of, a staff of Physicians; and
- provides Nursing Care 24 hours a day.

["Immediate Family" means a Covered Person's Spouse, child (natural, step or adopted), Parent, sibling, grandchild, or in-law. It also includes anyone else who normally resides in the Covered Person's home.]

["Informal Caregiver" means a person providing Maintenance or Personal Care, who is not a Nurse or Therapist or whose services are not provided and supervised by a Home Health Care Agency, Nursing Home, Assisted Living Facility, Hospice or Adult Day Care Center or Care Management Organization. Members of the Covered Person's Immediate Family [do not] qualify as Informal Caregivers.]

"Initial Care Advisory Visit" means the service provided by a Care Advisor to:

- assess Your need for long-term care services; and
- develop or work with others to develop options for Your long-term care; and
- discuss the long-term care options with You, Your family or Your Representative.

["Licensed Health Care Practitioner" means a Physician, any registered professional nurse, or licensed social worker, which includes any social worker who has been issued a license, certificate, or similar authorization to act as a social worker by a state or a body authorized by a state to issue such authorization or other individual who meets such requirements as may be prescribed by the U.S. Secretary of the Treasury.]

["Maintenance or Personal Care" means any care with the primary purpose of providing needed assistance with any of the disabilities that result in the individual being Chronically Ill (including protection from threats to health and safety due to Severe Cognitive Impairment).]

"Medicaid" means any state medical assistance program under Title XIX of the Social Security Act as it is now and as it may be amended.

"Medicare" means the Health Insurance for the Aged and Disabled provisions of Title XVIII of the Social Security Act as amended.

"Nurse" means a registered professional nurse (R.N.), licensed practical nurse (L.P.N.) or licensed vocational nurse (L.V.N.) who is currently licensed in the state in which the services are provided.

"Nursing Care" means services requiring the professional skills of a Nurse, provided by a Nurse, under the orders of a Physician, for the purpose of improving or maintaining the Covered Person's health.

["Nursing Home" means a facility that is licensed as a nursing facility under the laws of the jurisdiction in which it is located, or other organization approved by Us, that satisfies all of the following requirements:

- has appropriate licensure for a business under the laws of the jurisdiction in which it is located that provides Maintenance or Personal Care;
- has [24 hour] a day Nursing Care; and
- has 24 hour a day Maintenance or Personal Care provided by a trained/certified and awake staff supervised by a Nurse; and
- maintains a written record of services provided to each client; and
- has formal arrangements for emergency medical care; and]
- [• services are not limited to provision of food, shelter and other residential services such as laundry; and
- residents are not related to the owner or manager of the facility; and
- is not, other than incidentally a Hospital (except a distinct part of a Hospital which is a nursing facility), a residential facility, hotel, motel, place for rest, home for the aged, sheltered living accommodation, facility for the treatment of mental illness, continuing care retirement community or similar entity, or place for drug addicts or alcoholics.

["Parent" means the parent, parent-in-law, step parent, or step parent-in law of an Eligible Employee, Eligible Retiree or Surviving Spouse.]

"Physician" means a physician as defined in section 1861(r)(1) of the Social Security Act.

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

["**Pre-Existing Condition**"] means a condition for which medical advice or treatment was recommended by, or received from a provider of health care services, within 6 months preceding the Effective Date of Your Coverage.]

["**Premium(s)**"] means the amount the Group Policyholder must remit to Us for the insurance Coverage provided under this Group Policy.]

["**Qualified Long-Term Care Services**"] is defined in the section "What Services Are Covered Under This Plan" in this Certificate.

["**Reasonable & Customary**"] means the lowest of:

- the usual charge by the provider of the Covered Service; or
- the usual charge of most other providers of similar training or experience in the same or similar geographic area for the same or similar Covered Service; or
- the actual charge for the Covered Service.]

["**Representative**"] means the person designated by You or by a court of law to represent You.

["**Severe Cognitive Impairment**"] means a deterioration or loss in intellectual capacity that places a person in jeopardy of harming him or herself or others and, therefore, the person requires substantial supervision by another individual. Deterioration or loss must be [measured] by clinical evidence and standardized tests which reliably measure impairment in short or long term memory; orientation to people, places or time; and deductive or abstract reasoning.]

["**Social Worker**"] means a licensed social worker including any social worker who has been issued a license, certificate, or similar authorization to act as a social worker by a state or a body authorized by a state to issue such authorizations, or a person with a Masters in Social Work from an accredited university.

["**Spouse**"] means the legal husband or wife of an Eligible Employee, Eligible Retiree or Surviving Spouse.]

["**Surviving Spouse**"] means the legal spouse of a deceased Eligible Employee or deceased Eligible Retiree.]

["**Terminal Illness**" or "**Terminally Ill**"] means an illness or injury determined by a Physician to be likely to result in a person's death within [6 months].]

["**Therapist**"] means a person who maintains a current license or appropriate professional certification to provide Therapy Services in the jurisdiction in which services are being provided.]

["**Therapy Services**"] means physical, respiratory, speech or occupational therapy services rendered by a Therapist.]

"This Plan" means the plan of long-term care coverage that is insured under the Group Policy.

["Total Lifetime Benefit" means the total amount of Benefits that We will pay for charges You incur for Covered Services not including Benefits for the [Initial] Care Advisory Visit(s) and Transition Expense Benefit. This amount is shown in the SCHEDULE OF BENEFITS and will change if You change Your Nursing Home Benefit.]

["Usual and Customary" means the lower of:

- the usual charge by the provider of the Covered Service; or
- the actual charge for the Covered Service.]

"We", "Us", "Our" and "MetLife" mean Metropolitan Life Insurance Company.

"Year" means any consecutive period of 365 days.

"You" and "Your" mean the Covered Person named in the SCHEDULE OF BENEFITS.

050307049007

1. Coverage: Eligibility, Enrollment, Effective Date

A. Eligibility For Coverage

[Each Eligible Employee, Eligible Retiree or Eligible Family Member may request enrollment for Coverage under This Plan. Each person is only eligible to enroll once for Coverage under This Plan.]

B. Enrollment/Proof of Good Health

[Eligible Employees may request enrollment by calling the toll-free number established for this purpose, without submitting proof of good health, only if one of the following requirements is met:

- Enrollment is requested during the first general enrollment period for This Plan established by Us for this purpose; or
- Enrollment is requested within [31] days of the commencement of their employment with the [Group Policyholder].

In all other cases, [Eligible Employees] must submit a written request for enrollment and provide proof of good health [at their own expense] satisfactory to Us.

[Eligible Retirees and Eligible Family Members] must always submit a written request for enrollment and provide proof of good health [at their own expense] satisfactory to Us.]

C. Effective Date of Coverage

[Coverage does not become effective unless We have received Your first Contribution. If We have received Your first Contribution the following rules apply:

- If You are an [Eligible Employee], Your Coverage will be effective on the later of:
 - the Effective Date shown on Your SCHEDULE OF BENEFITS provided You are Actively at Work; or
 - the first day following the Effective Date shown on Your SCHEDULE OF BENEFITS that You are Actively at Work.
- If You are an [Eligible Retiree or Eligible Family Member], the Effective Date of Your Coverage is shown on Your SCHEDULE OF BENEFITS.

Coverage for an Eligible Employee does not have to be effective in order for Coverage to be effective for an Eligible Family Member.]

2. Benefits: Eligibility

A. When You Are Eligible For Benefits

You are eligible to receive Benefits only if We are provided with proof, satisfactory to Us, that You are Chronically Ill. "Chronically Ill" means that:

1. You are unable to perform, without substantial assistance from another individual, at least [2] Activities of Daily Living for period of at least 90 days due to a loss of functional capacity; or
2. You require substantial supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

A Licensed Health Care Practitioner must have certified, in the last 12 months, that You are Chronically Ill for You to be eligible for Benefits.

B. Initial Eligibility for Benefits

To start the process, You or someone acting on Your behalf, must call Our toll-free number to inform Us of Your request for a determination of eligibility for Benefits and the reasons for it. This number is shown on Your [identification card.]

If We require more information:

- We or a person designated by Us may contact You, Your Representative, Your Physician or other persons familiar with Your condition; and
- We or a person designated by Us may need to access Your medical records to obtain information about Your condition (We cannot determine Your eligibility for Benefits if We are denied access to Your medical records); and
- We have the right to have You examined, at Our expense, by a healthcare provider and to conduct an on-site assessment.

C. Continuing Eligibility for Benefits

We have the right to review Your continuing eligibility to receive Benefits. In order to remain eligible for Benefits, at least once every 12 months, You must be re-certified as Chronically Ill by a Licensed Health Care Practitioner. To continue to be eligible for Benefits, You must submit proof satisfactory to Us that You continue to be Chronically Ill.

D. Notification

If You are certified as Chronically Ill, You are eligible for Benefits. We will send written notice that You are eligible for Benefits as soon as reasonably possible. We will send this notice no later than [10] working days after We have received all the information We need to assess Your condition. The notice will state the date as of which You have been certified as Chronically Ill.

When We notify You that You are eligible for Benefits, We will provide You or Your Representative with forms to be used to submit proof of a claim for Benefits. Please refer to "Submitting Proof of Claim" for claims submission requirements.

E. Denial of Eligibility for Benefits

If You are not certified as Chronically Ill, You are not eligible for Benefits. We will send written notice of Our decision as soon as reasonably possible. We will send this notice no later than [10] working days after We have received all the information We need to assess Your condition.

You or Your Representative may ask Us to more fully explain our denial. Within 60 days of the date We receive such a written request: (a) We will provide a written explanation of the reasons for the denial; and (b) make available all information directly relating to such denial.

You or Your Representative may appeal Our denial of eligibility for Benefits by following the instructions for "Appeals of Eligibility for Benefits and Claims Decisions" located in the General Provisions section of this Certificate.

3. Waiting Period

["Waiting Period"] means the amount of time You must wait from the date We determine that You are first Disabled until the date Benefits for Type II Covered Services can begin to be payable. The Waiting Period will be satisfied once (a) We have determined that You were first Disabled; and (b) You received services of the type described under Type II Covered Services [(other than Informal Care Services)] for [60] days.

"Disabled" means We have determined that You are unable to perform, without substantial assistance from another individual, at least [2] Activities of Daily Living or that You require substantial supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

[Reserved for additional definitions of "Disabled" which are patterned from additional definitions of Chronically Ill under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services.]]

[Even if You complete the Waiting Period, Benefits are not payable unless You have been certified as Chronically Ill. A determination that You are Disabled is not the same as being certified as Chronically Ill.

If You cease to be Disabled before completing the Waiting Period, that Waiting Period will end and no Benefits will be payable. A new Waiting Period will begin if We subsequently determine that You are again Disabled. We will credit the portion of that Waiting Period that You did complete towards a new, subsequent Waiting Period if We determine that You are Disabled within [180] days after the end of that prior Waiting Period.]

4. What Services are Covered Under This Plan

LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Only the services defined below as Type I or Type II Covered Services are Covered Services for which Benefits are payable under This Plan.

A. QUALIFIED LONG-TERM CARE SERVICES

Benefits are payable for Type I or Type II Covered Services only if the Covered Service is a "Qualified Long-Term Care Service."

["Qualified Long-Term Care Service" means that all of the following requirements are met:

- The services are required by a Covered Person; and
- The Covered Person is certified as Chronically Ill; and
- The services are necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services and Maintenance or Personal Care Services that are required by a person who is Chronically Ill; and
- The services are provided pursuant to a Plan of Care.]

Qualified Long-Term Care Service includes Maintenance or Personal Care. Maintenance or Personal Care may include Custodial Care or necessary assistance with ADLs, homemaker services such as light housekeeping, meal preparation, shopping for items required to provide other Qualified Long-Term Care Services, and services necessary to allow for safe entry into and exit from the home in order for other Qualified Long-Term Care Services to be provided.

However, Qualified Long-Term Care Service shall not be interpreted to include Coverage for expenses incurred for any transportation service or any other service or supply which is primarily for personal convenience or companionship.

B. Type I Covered Services

Care Advisory Visit(s)

You are eligible to receive, at no charge to You, [1 Initial] Care Advisory Visit(s) from a Designated Care Management Organization. To make arrangements, You or someone acting on Your behalf must call Our toll-free number and request an [Initial] Care Advisory Visit(s).

If a Designated Care Management Organization is not available, You may select a Care Management Organization to conduct an [Initial] Care Advisory Visit. In this case, We will pay the Benefit shown in the SCHEDULE OF BENEFITS.

[The Initial Care Advisory Visit is a Type I Covered Service even when it occurs before the end of a completed Waiting Period. Payment of Benefits for an Initial Care Advisory Visit will not reduce Your remaining Total Lifetime Benefit.]

[You may be authorized by Us for additional Care Advisory Visits by calling Our toll-free number on Your identification card.]

[Transition Expense Benefit

After You complete the Waiting Period and You are certified as Chronically Ill, We will pay Benefits for expenses incurred during or after the Waiting Period if the expense was incurred on a day You were Chronically Ill up to the amount shown in the SCHEDULE OF BENEFITS for Transition Expenses. "Transition Expense Benefit" means items required to provide Qualified Long-Term Care Services, for example, personal emergency response systems or durable medical equipment. We will not pay for home modifications that are otherwise Qualified Long-Term Care Services if they would increase the value of Your living quarters. Payment of the Transition Expense Benefit will not reduce Your Total Lifetime Benefit.]

[The Transition Expense Benefit is not available under the Nonforfeiture Coverage.]

C. Type II Covered Services

[No more than one Benefit is payable even if You receive more than one Type II Covered Service on the same day. If You receive more than one Type II Covered Service on the same day, the Benefit payable shall be the highest Benefit as shown in the SCHEDULE OF BENEFITS for a Type II Covered Service provided on that day.]

[Benefits are payable only for Covered Services received after the end of a completed Waiting Period assuming You have been certified as Chronically Ill.]

Medications prescribed by a healthcare provider or professional fees charged by a Physician are not Covered Services under This Plan.

Services Provided in a Nursing Home or Hospice Facility

We will pay the Benefit shown in the SCHEDULE OF BENEFITS for the following Qualified Long-Term Care Services received on any day in a Nursing Home or Hospice Facility:

- Room and board accommodations;
- Nursing Care, Maintenance or Personal Care, [Therapy Services and Hospice Care] provided by a Formal Caregiver; or
- Bed Reservation Benefit up to [21 days per Calendar Year]. The Benefit for the Bed Reservation Benefit shall not exceed the Benefit payable if You had been confined in the Nursing Home or Hospice on that day.

[Services Provided in an Assisted Living Facility]

We will pay the Benefit shown in the SCHEDULE OF BENEFITS for the following Qualified Long-Term Care Services received on any day in an Assisted Living Facility:

- Room and board accommodation;
- Nursing Care, Maintenance or Personal Care, [Therapy Services and Hospice Care] provided by a Formal Caregiver; or
- Bed Reservation Benefit up to [21 days per Calendar Year]. The Benefit payable for the Bed Reservation Benefit shall not exceed the Benefit payable if You had been confined in the Assisted Living Facility on that day.]

[Services Provided at Home or at an Adult Day Care Center]

We will pay the Benefit shown in the SCHEDULE OF BENEFITS for the following Qualified Long-Term Care Services provided by a Formal Caregiver and received in Your home or at an Adult Day Care Center:

- Nursing Care, Maintenance or Personal Care, [Therapy Services and Hospice Care]; or
- [Care Advisory Services (other than an Initial Care Advisory Visit).]

[Services for Informal Care]

We will pay the Benefit shown in the SCHEDULE OF BENEFITS for Qualified Long-Term Care Services for Informal Care. "Services for Informal Care" means Qualified Long-Term Care Services that meets both of the following requirements:]

- it is provided by an Informal Caregiver; and
- it is provided in [Your home or at a location other than a Nursing Home, Hospice, Assisted Living Facility or Adult Day Care Center].]

[Respite Services]

We will pay the Benefit shown in the SCHEDULE OF BENEFITS for Respite Services. "Respite Services" means Qualified Long-Term Care Services that meet all of the following requirements:

- it is provided by a Formal Caregiver [or Informal Caregiver];
- it is specifically provided for either one of the following two purposes:
 - as a temporary substitute for Qualified Long-Term Care Services for which You are normally not obligated to pay; or

- as a temporary addition to the usual Qualified Long-Term Care Services that You are receiving.]

[Alternate Plan of Service

"Alternate Plan of Service" means Qualified Long-Term Care Services which are not otherwise specifically defined above as a Covered Service. Benefits will be payable for an Alternate Plan of Service only if We determine, in Our sole discretion, that all of the following requirements are met with respect to each Alternate Plan of Service:

- service falls within guidelines established by Us as an approved Alternate Plan of Service; and
- it effectively meets Your long-term care service needs; and
- it is, for You, a cost-effective alternative to services otherwise covered under this Plan; and
- it is not provided by a member of Your Immediate Family.

The Benefit payable for an Alternate Plan of Service shall be the lesser of:

- the actual cost of the services provided; or
- the Benefit for the most closely related defined Covered Service, as determined by Us.]

5. [Pre-Existing Condition Limitation

Applicable only to Eligible Employees who enrolled under This Plan without being required to furnish proof of good health:

If You have a Pre-Existing Condition on the date Your Coverage becomes effective, no Benefits will be payable for that Pre-Existing Condition until You have been covered for a period of 180 days. The Waiting Period cannot begin until this period has elapsed.

The Pre-Existing Condition Limitation will not apply to a Covered Person who provides proof of good health to Us when You enrolled for Coverage.]

6. [Replacement Provision

If This Plan replaced another group long-term care policy and this Certificate replaced a certificate under the other group long-term care policy, This Plan shall not limit or exclude Coverage for a Preexisting Condition that would have been covered under the group policy being replaced. Time periods applicable to Pre-existing Conditions and probationary periods for similar Benefits will be waived to the extent that similar limitations or exclusions were satisfied under the group policy being replaced.]

7. Exclusions

The Group Long Term Care Insurance Policy does not provide Benefits for any of the following:

- [A. Care specifically provided for detoxification of or rehabilitation for alcohol or drug abuse (chemical dependency), [except drug abuse sustained at the hands of or while being treated by a Physician for an injury or sickness].
- [B. Mental or emotional disorders without demonstrable organic disease. This includes but is not limited to: neurosis, psychoneurosis, psychopathy, and psychosis. This exclusion does not apply to Alzheimer's disease or to any other organically caused brain disorders.]
- C. Any service or supply received outside the United States or its territories.
- D. Illness, treatment or medical condition arising out of:
 - war or act of war (whether declared or undeclared);
 - participation in a felony, riot or insurrection;
 - service in the armed forces or auxiliary units;
 - attempted suicide (while sane or insane) or intentionally self-inflicted injury [within 2 years of the initial effective date of Coverage];
 - aviation (this applies only to non-fare paying passengers).]
- [E. Treatment provided in a government facility, unless otherwise required by law.
- F. Any care provided while in a Hospital, except for confinement in a distinct part of a Hospital which is licensed as a Nursing Home or Hospice.
- G. [Any service provided by Your Immediate Family [unless the service is a Covered Service from an Informal Caregiver.]]
- H. [A service or supply furnished by or available as a benefit under:
 - [• any state or federal workers' compensation law;
 - any [employer's liability or] occupational disease law;]
 - any motor vehicle no-fault law.]
- [I. Any service or supply to the extent that such expenses are reimbursable under Medicare, or would be so reimbursable but for the application of a deductible or coinsurance or copayment amount. This exclusion will not apply in those instances where Medicare is determined to be secondary payor under applicable law.]
- J. Services for which no charge is normally made in the absence of Insurance.]

8. [Coordination of Benefits

We will reduce Your Benefits by the dollar amount payable by any of the following, to the extent that the combination of Your Benefit and amounts payable or which would be payable by any of the following exceed 100% of the actual charge for the covered expenses:

- any federal, state or other governmental health care plan or law (except Medicaid);
- any state or federal workers' compensation law; or
- any other plan which any employer contributes to or sponsors.]

9. Submitting Proof of Claim

A. How to Submit a Claim

We will pay Benefits only upon receipt of adequate written proof that You have incurred expenses for Covered Services.

To assist Us in determining whether You have incurred expenses for Covered Services:

- We or a person designated by Us may contact You, Your Representative, Your Physician or other persons familiar with the services provided to You; and
- We or a person designated by Us may need to access Your medical records to obtain information about Your condition or the services provided to You (We cannot approve a claim for Benefits if We are denied access to Your medical records); and
- We have the right to have You examined, at Our expense, by a healthcare provider and to conduct an on-site assessment; and
- We have the right to require You to submit to Us Your Explanations of Benefits from Medicare or documentation from any other source from whom You may have received reimbursement for the same Covered Service.

You must submit written proof of claim no later than [90] days after the end of the Calendar Year in which the expenses were incurred. Failure to submit proof of claim within the time limit may result in a claim denial unless it is shown that:

- It was not reasonably possible to provide proof of claim within the time period; and
- Proof of claim was submitted as soon as reasonably possible.

If any forms are required to substantiate Your proof of loss, they will be provided to you within 15 days of Your request. If We do not furnish the forms within 15 days after We have received notice of Your claim, You shall be deemed to have complied with the requirements of This Plan as to proof of claim upon submitting within the time frame fixed by This Plan of filing proof of claim, written proof covering the occurrence, character, and extent of the loss for which the claim is made.

050307049007

METROPOLITAN LIFE INSURANCE COMPANY

Statement Regarding Variable Provisions in
Certificate Form G.LTC6297

CERTIFICATE FACE PAGE

- (1) Changes to the Certificate Face Page will be in compliance with applicable laws or regulations.
- (2) In the "Caution", "If You were required to provide proof of good health in connection with Your request to obtain Coverage", may be deleted for a particular plan.
- (3) The address in the "Caution" may be changed to another address.
- (4) The term "ABC Company" will be changed to show a particular Group Policyholder's name.
- (5) The Group Policy Number, "12345-G" will be changed to reflect a specific number assigned to a particular plan.
- (6) "[]" in the bottom right hand corner is reserved for administrative coding. For example, a state abbreviation.

SCHEDULE OF BENEFITS

- (7) The Schedule of Benefits will reflect the options chosen by the covered person. The Nursing Home benefit choices may range from \$50 to \$500 depending on a particular plan or will be revised to reflect nursing home costs in the future.
- (8) The term "At-Home+NursingHome Plan" may be changed to some other term to describe coverage. For example, "Comprehensive Option".
- (9) Any or all of the following may be deleted for a particular plan or if required by federal law to maintain tax qualification:

"Initial Care Advisory Visit"
"Transition Benefit"
"Hospice Facility"
"Assisted Living Facility Benefit"
"Hospice Home Care"
"Informal Care Benefit"
"Respite Services Benefit"

- (10) The reference to "Reasonable & Customary" may be deleted for a particular plan.
- (11) The term and meaning "Usual and Customary" may replace "Reasonable and Customary".
- (12) Any of the following will be deleted if the option is automatically included in the plan and not a choice for the insured:
- "Inflation Protection Feature"
"Nonforfeiture Coverage"
- (13) The number of Care Advisory Visit(s) allowed may be changed for a particular plan. However, not less than "1" nor more than "12".
- (14) The Care Advisory Visit(s) may be reflected as an annual dollar amount.
- (15) "Initial" may be deleted from "Initial Care Advisory Visit" for a particular plan that allows more than one visit.
- (16) The number of CARE ADVISORY VISITS allowed may be further changed, for a particular plan, to allow for unlimited visits.
- (17) The amount (\$250) allowed for an initial Care Advisory Visit may be changed to another amount, however, not less than "\$250" nor more than "\$1,000".
- (18) The benefit may be reflected as a weekly or monthly amount.
- (19) The benefit percentage for the Assisted Living Facility Benefit, Home Care Benefit may be changed to another number, however, not less than "50" nor more than "100" for a particular plan.
- (20) The benefit percentage for the Respite Services Benefit may be changed to another number, however, not less than "20" nor more than "100".
- (21) Under Type II Covered Services, "Care Advisory Services" may be deleted from the Home Care Benefit.
- (22) The Informal Care Benefit percentage may be changed to another number, however, not less than "20" nor more than "100" for a particular plan, however, it will never be more than the home care benefit percentage. [In New York, if an insured exhausts the benefit for Informal Care, minimum standards for other benefits as set forth in Section 52.12 and 52.13 of Regulation 62 will still be met.]

- (23) The "Informal Care Benefit" may be shown as a monthly benefit and charges may be shown as equivalent to the going hourly rate of a licensed caregiver.
- (24) There may be a limit on the number of days allowed for Informal Care. For example, 0, 30, 60 or unlimited.
- (25) The number of days allowed for Respite Services "21" may be changed for a particular plan, however, not less than "10" nor more than "60".
- (26) The multiplier for the Transition Expense Benefit may be changed to another number, however, not less than "1" nor more than "25" for a particular plan.
- (27) The "Total Lifetime Benefit" choices may range from "2" to "10" years ("730 days" to "3650 days") or may be extended to the lifetime of the insured.
- (28) The "Total Lifetime Benefit" may be rounded to not less than the next higher \$1,000 nor more than the next higher \$10,000 (if not already an exact multiple of xx) for a particular plan.
- (29) If the plan does not include Actively at Work, the effective date may be the 1st of the month following acceptance.

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- (30) This may be changed to reflect the provisions included in a particular plan.

DEFINITIONS

- (31) The definitions may change as follows:
- a. because of the newness of the federal law and uncertainty of exact meaning, the meaning may change if it's something other than we thought or if required by Federal law to maintain tax qualification.
 - b. because the nature of facilities and/or caregivers is evolving, the meanings will have the flexibility to be revised.
- (32) The term "Actively at Work" may be deleted for a particular plan or may be revised to meet the requirements of a particular plan.
- (33) The term "Activities of Daily Living" may be changed by deleting any one of the six items listed as Activities of Daily Living.

- (34) The meaning of "Activities of Daily Living" may be changed if required by federal or state law to maintain tax qualification.
- (35) The meaning of "Adult Day Care Center" may be changed if required by state law.
- (36) The term and meaning of "Assisted Living Facility" may be deleted if not included in a particular plan.
- (37) The meaning of "Bed Reservation Benefit" may be changed by deleting Assisted Living Facility from the meaning for a particular plan.
- (38) The meaning of "Bed Reservation Benefit" may be changed if required by Federal law to maintain tax qualification.
- (39) The term and meaning of "Bed Reservation Benefit" may be deleted if required by Federal Law to maintain tax qualification.
- (40) The term "Child" may be deleted or changed to meet the requirements of a particular plan or state law.
- (41) The meaning of "Contribution(s)" may be changed to reflect a particular plan. For example, this may be changed to reflect an employer pay all plan.
- (42) The meaning of "Contribution Due Date" may be changed to reflect a particular plan. For example, this may be changed to reflect an employer pay all plan.
- (43) The term and meaning of "Coverage Option" may be added for a particular plan that offers different plan options.
- (44) The meaning of "Covered Person(s)" may be changed to define the class or classes of individuals eligible for insurance under the policy.
- (45) "Participating Employer" may be substituted for "Group Policyholder".
- (46) The term "Eligible Employee" may be changed to another term. For example, "Eligible Participant", "Eligible Certificateholder", "Eligible Member", "Eligible Taft Hartley Employee" or "Eligible Union Member".
- (47) The term "Eligible Family Member" may be changed to another term. For example, "Eligible Dependent".

- (48) The meaning of "Eligible Family Member" may be changed by deleting any or all of the following for a particular plan:

"Surviving Spouse"
"Parent"
"Grandparent"
"Child"

- (41) The term "Eligible Retiree" may be changed to another term. For example, "Eligible Pensioner".
- (50) The term "Eligible Retiree" may be deleted for a particular plan.
- (51) The meanings of the terms "Eligible Employee", "Eligible Family Member" and "Eligible Retiree" may be changed to reflect a particular plan. For example, they may be defined as classes and classes may be further defined by method of payment of Contributions or to replace "Group Policyholder" with "Participating Employer".
- (52) The meaning of "Formal Caregiver" may be changed by deleting "do not" for a particular plan.
- (53) The meaning of "Formal Caregiver" may be further changed by deleting any or all of the following:
- "Care Advisor"
"Therapist"
"Social Worker"
"Homemaker"
- (54) The term "Grandparent" may be deleted for a particular plan.
- (55) The meaning of "Group Policyholder" may be changed to reflect a particular plan.
- (56) The term and meaning of "Participating Employer" may be added or may be substituted for "Group Policyholder" if the policyholder is a Trust.
- (57) The term "Homemaker" may be deleted for a particular plan.
- (58) The term "Hospice" may be deleted for a particular plan or if required by Federal law to maintain tax qualification.
- (59) The term "Hospice Care" may be deleted for a particular plan.

- (60) The meaning of "Immediate Family" may change for a particular plan.
- (61) The term "Informal Caregiver" may be deleted for a particular plan.
- (62) The meaning of "Informal Caregiver" may be changed by deleting "do not" from the meaning.
- (63) The meaning of "Licensed Health Care Practitioner" may be changed if required by Federal law to maintain tax qualification.
- (64) The meaning of "Maintenance or Personal Care" may be changed if required by Federal law to maintain tax qualification.
- (65) The meaning of "Nursing Home" may be changed by substituting another number for "24 hours". For example, "12 hours" or may be changed if required by State law.
- (66) The term "Parent" may be deleted for a particular plan.
- (67) The meaning of "Parent" may be changed to delete reference to either "Eligible Retiree" or "Surviving Spouse" or both.
- (68) The term "Participating Employer" may be added if the policyholder is a Trust.
- (69) The term and meaning of "Participating Employer" will be added as follows:

"Participating Employer" means an Employer that has signed a Request for Participation or submitted a letter to Us requesting participation and such Participating Employer is shown in the Schedule of Participating Employers in the Group Policy.
- (70) The term "Pre-Existing Condition" may be deleted for a particular plan.
- (71) The meaning of "Pre-Existing Condition" may be revised for a particular plan, however, it will never be more restrictive than shown.
- (72) The meaning of "Pre-Existing Condition" may be shown as follows for a group other than employer, labor organization, multiple employer trust or multiple labor organization trust:

"Pre-Existing Condition" means a condition for which advice was sought or treatment was recommended by, or received from a provider of health care services, or prescription drugs or medicines were taken, within 6 months preceding the Effective Date of Your Coverage."
- (73) The meaning of "Premium" may be changed for a particular plan. For example, in a Trust situation the participating employer will remit the premium.

- (74) The term "Reasonable & Customary" may be deleted for a particular plan.
- (75) The term "Representative" may be changed for a particular plan. For example, "Authorized Representative".
- (76) The term and meaning "Request for Participation" will be added as follows:

"Request for Participation" means the application or letter that a Participating Employer submits to the Group Policyholder for the purpose of obtaining Long-Term Care Insurance".
- (77) The meaning of "Severe Cognitive Impairment" may be changed if required by Federal law to maintain tax qualification.
- (78) In the meaning of "Severe Cognitive Impairment", "measured" may be changed to "measurable" if allowed by Federal law to maintain tax qualification.
- (79) The term "Social Worker" may be deleted for a particular plan.
- (80) The meaning of "Spouse" may be changed for a particular plan.
- (81) The term "Spouse" may be deleted for a particular plan.
- (82) The term "Surviving Spouse" may be deleted for a particular plan.
- (83) The meaning of "Surviving Spouse" may be changed by deleting reference to either "deceased Eligible Employee" or "deceased Eligible Retiree".
- (84) The term "Terminal Illness" or "Terminally Ill" may be deleted for a particular plan that does not include Hospice.
- (85) In the meaning of "Terminal Illness" or "Terminally Ill" "5" may be changed to another number, however, not more than "24".
- (86) The term "Therapist" may be deleted for a particular plan.
- (87) The term "Therapy Services" may be deleted for a particular plan.
- (88) The meaning of "Therapy Services" may be changed by adding additional services.
- (89) The term "Total Lifetime Benefit" may be changed to another term. For example, "Maximum Lifetime Benefit".

(90) The meaning of "Total Lifetime Benefit" may be further changed to reflect a plan option that does not require the incurral of expenses for Covered Services in order for Home Care Benefits to be payable.

(91) The term "Usual and Customary" may be deleted for a particular plan.

I. COVERAGE: ELIGIBILITY, ENROLLMENT, EFFECTIVE DATE

Eligibility For Coverage

(92) This section may be changed for a particular plan.

Enrollment/Proof of Good Health

(93) This section may be changed for a particular plan. For example, wording may be added to reflect specific enrollment periods, to allow for some type of electronic enrollment or to reflect that enrollment by Eligible Employees must be by written request.

(94) The reference to telephone enrollment may be deleted for a particular plan.

(95) Language may be added to this section to allow for other eligibles to enroll by phone also.

(96) The language for enrollment of new employees may be changed by substituting "30", "60" or "90" for "31". The number of days may also reflect a number to coincide with the other benefits offered by a particular plan.

(97) "Group Policyholder" may be changed to "Participating Employer" if the policyholder is a Trust.

(98) This section may also be revised to show the enrollment requirements for a particular plan.

(99) In the last paragraph "at their own expense" may be deleted for a particular plan.

Effective Date of Coverage

(100) The 1st paragraph may be revised to allow for Contribution to be received after the effective date.

(101) The 1st paragraph may be changed for coverage to become effective the 1st of the month coincident with or following acceptance.

(102) The Effective Date of Coverage could be changed to equal the date of approval of an Eligible Person's request for enrollment.

- (103) The 1st paragraph may be further changed to allow for a different payment schedule for a particular plan.
- (104) Any reference to Actively at Work may be deleted for a particular plan.
- (105) The last paragraph may be deleted for a particular plan.
- (106) This section may also be revised to show the effective date requirements for a particular plan.

2. Benefits: Eligibility

When You Are Eligible For Benefits

- (107) The meaning of "Chronically Ill" may be changed if required by Federal law to maintain tax qualification.
- (108) The number "2" in item 1 may be changed to "3" for a particular plan.
- (109) Any of the 2 numbered paragraphs may be deleted for a particular plan where allowed by state law.

Initial Eligibility for Benefits

- (110) In the 1st paragraph, "identification card" may be changed to some other form. For example, "proof of insurance card".

Notification

- (111) The number "10" may be changed to another number for a particular plan, however, not less than "5" nor more than "15".

Denial of Eligibility for Benefits

- (112) The number "10" may be changed to another number for a particular plan, however, not less than "5" nor more than "15".

3. Waiting Period

- (113) The term "Waiting Period" could be changed to "Elimination Period".

(114) This section may be changed depending on the type of waiting period in a particular plan.

- a. For a days of service waiting period the "Waiting Period" will be as shown in the certificate.
- b. For a disability waiting period the "Waiting Period" will be as follows:

"Waiting Period" means a total of ____ days You must wait from the date We determine that You are first Disabled until the date Benefits for Type II Covered Services begin to be payable assuming You have been certified as Chronically Ill. "Disabled" means We have determined that You are unable to perform, without substantial assistance from another individual, at least [2] Activities of Daily Living or that You require substantial supervision to protect You from threats to health and safety due to Severe Cognitive Impairment.

[Reserved for additional definitions of "Disabled" which are patterned from additional definitions of Chronically Ill under regulations prescribed by the Secretary of the Treasury in consultation with the Secretary of Health and Human Services.]

Even if You complete the Waiting Period, Benefits are not payable unless You have been certified as Chronically Ill. A determination that You are Disabled is not the same as Chronically Ill.

If You cease to be Disabled before completing the Waiting Period, that Waiting Period will end and no Benefits will be payable. A new Waiting Period will begin if We subsequently determine that You are again Disabled. We will credit the portion of that Waiting Period that You did complete towards a new, subsequent Waiting Period if We determine that You are Disabled within [180] days after the end of that prior Waiting Period.

- (115) For either waiting period, the number of days may range from "10" to "180".
- (116) For either waiting period "2" may be changed to "3" for a particular plan.
- (117) The waiting period may be further changed to allow for a separate number of days that have to be satisfied for both nursing home and home care. For example, 30 days for nursing home and 60 days for home care.
- (118) In the days of service waiting period the following may be deleted if a particular plan does not include Informal Care Services "(other than Informal Care Services)"
- (119) The waiting period may be changed to reflect that days receiving Respite Services do not count toward the waiting period.

- (120) The Waiting Period may be further changed to add language that a Covered Person does not have to satisfy the Waiting Period in order to receive Respite Services.
- (121) For either Waiting Period, the number "180" in the last paragraph may be changed to another number, however, not less than "60" nor more than "360".
- (122) The waiting period may be revised to allow for an insured to only satisfy 1 waiting period in a lifetime.
- (123) The waiting period may be further changed to be measured in terms of the number of visits of services provided at home or at an adult day care center.

4. What Services Are Covered Under This Plan

- (124) The meaning of "Qualified Long-Term Care Service" may be changed if required by federal law to maintain tax qualification.

Type I Covered Services

Care Advisory Visit

- (125) In the 1st paragraph "1 initial" may be deleted for a particular plan to allow for additional visits.
- (126) The 3rd paragraph may be changed for a particular plan to reflect that the waiting period would apply or it would reduce the Total Lifetime Benefit.
- (127) The 3rd paragraph may be further revised to reflect an unlimited Total Lifetime Benefit for a particular plan.
- (128) The 4th paragraph may be deleted for a particular plan if there are not additional visits.

Transition Expense Benefit

- (129) The Transition Expense Benefit may be deleted for a particular plan.
- (130) The last paragraph may be deleted for a particular plan.

Type II Covered Services

- (131) The 1st paragraph may be changed to reflect a weekly or monthly benefit.

- (132) The 2nd paragraph may be changed to show that this may not apply to Respite Services.

Services Provided in a Nursing Home or Hospice Facility

- (133) The reference to either "Therapy Services" or "Hospice Care" or both may be deleted for a particular plan.
- (134) The number of days allowed for the Bed Reservation Benefit may be changed for a particular employer. For example, "21" may be another number however, not less than "10" nor more than "30" or "days per Calendar Year" or may be changed to "days per Hospital stay".
- (134) The number of days allowed for the Bed Reservation for "days per Hospital stay" may be further limited to a number of episodes. However, not less than "1" nor more than "3".

Services Provided in an Assisted Living Facility

- (135) This section may be deleted for a particular plan.
- (136) The reference to either "Therapy Services" or "Hospice Care" or both may be deleted for a particular plan.
- (137) The number of days allowed for the Bed Reservation Benefit may be changed for a particular employer. For example, "21" may be another number however, not less than "10" nor more than "30" or "days per Calendar Year" may be changed to "days per Hospital stay".
- (138) The number of days allowed for the Bed Reservation for "days per Hospital stay" may be further limited to a number of episodes. However, not less than "1" nor more than "3".

Services Provided at Home or at an Adult Day Care Center

- (139) The reference to either "Therapy Services" or "Hospice Care" or both may be deleted for a particular plan.
- (140) For a plan that does not require expenses for Covered Services to be incurred in order for Home Care Benefits to be payable, the following may be added: "If You are covered under Option [X], We will pay You the Benefit shown in the Schedule of Benefits regardless of whether or not a Qualified Long-Term Care Service was provided as long as You are certified as Chronically Ill and You have a Plan of Care."
- (141) Care Advisory Services may be changed for a particular plan that has additional care advisory visits.

Informal Care Services

- (142) This section may be deleted for a particular plan.
- (143) This section may be changed for a particular plan to show where the services should be provided. For example, it may show services only to be provided at home.

Respite Services

- (144) This section may be deleted for a particular plan.
- (145) Reference to "Informal Caregiver" may be deleted if a particular plan does not include Informal Care Services.
- (146) This benefit may be changed to reflect Informal Care Services only and the benefit may be renamed Informal Care Services.

Alternate Plan of Service

- (147) This section may be deleted for a particular plan.

5. Pre-Existing Condition Limitation

- (148) The 1st sentence may be deleted for a particular plan.
- (149) This section may be deleted for a particular plan.
- (150) This section may be changed for a particular plan, however, it will never be more restrictive than shown.

6. Replacement Provision

- (151) This section will be deleted for a particular plan when this coverage is not replacing other coverage.

7. Exclusions

- (152) "B" may be deleted for a particular plan.
- (153) In "D", "within 2 years of the Effective Date of Coverage" may be deleted for a particular plan.
- (154) "G" may be deleted for a particular plan.

- (155) "G" may be changed by deleting the reference to Informal Caregiver if a particular plan does not include Informal Care Services.
- (156) "H" will be deleted for a particular plan or if not permitted by federal law.
- (157) "H" may be changed for a particular plan by deleting "• or any workers' compensation; any occupation disease law;".
- (158) "I" will be revised or deleted if and when the Department of Treasury issues clarification or except as otherwise required by law.

8. Coordination of Benefits

- (159) This section may be deleted for a particular plan. This section may also be deleted for a particular plan where this will be shown as an Exclusion.
- (160) ".Title XXVIII of the Social Security Act (Medicare) as it is now or as it may be amended;" will be included if and when the Department of Treasury issues clarification and will add the following:

"Any service or supply to the extent that such expenses are reimbursable under Medicare, [or would be so reimbursable but for the application of a deductible or coinsurance or copayment amount.] This will not apply in those instances where Medicare is determined to be secondary payor under applicable law."

If we add language as added above the following may be deleted if not permitted by federal law to maintain tax qualification "or would be so reimbursable but for the application of a deductible or coinsurance or copayment amount".

- (161) This section may be deleted for a particular plan by deleting the following:

- any other plan which any employer contributes to or sponsors;
- any workers' compensation law;
- any occupational disease law; "

9. Submitting Proof of Claim

How to Submit a Claim

- (162) "90" may be changed to another number, however, not less than "30" nor more than "365".

- (163) If proof of claim is not required for a particular plan or option, the following may be added:
 "If You are covered under Option [X], and : a) Your claim is for a Covered Nursing Home Service or Covered Respite Care Service, We will pay benefits (subject to the Waiting Period) when We receive satisfactory written proof of Your claim; b) Your claim is for a Covered Home Care Service or Covered Assisted Living Service, We will pay Benefits once You are authorized to receive Benefits. Proof of Your claim is not required.

Approval of Claims

- (164) "10" may be changed to another number, however, not less than "10" nor more than "30".

Denial of Claims

- (165) "10" may be changed to another number, however, not less than "10" nor more than "30".

10. Payment of Benefits

- (166) This section may be changed for a particular plan to reflect changes in assignment of Benefits for certain providers.

11. Restoration of Benefits

- (167) This section may be deleted for a particular plan.
 (168) "60" may be changed to another number, however, not less than "24" nor more than "120".

12. Changing Benefits

Automatic Inflation Protection Increase

- (169) "(available only if shown in SCHEDULE OF BENEFITS)" may be deleted for a particular plan when this option is automatically included in the plan.
 (170) This section may be deleted for a particular plan if the policyholder only offers the "Optional Inflation Increase".
 (171) In the 1st paragraph, "January 1" may be changed to some other date for a particular plan.
 (172) 5% may be changed to another number as permitted by federal or state law.
 (173) The end of the period used to calculate the increase in benefits may change, but will be no earlier than required by federal or state law.

- (174) The reference to rounding may be deleted for a particular plan.
- (175) The wording describing the computation of other benefits may be replaced by the following:
"All other Benefits will increase because they are computed either as a percentage or multiple of the Nursing Home Benefit."
Optional Inflation Increase
- (176) "(available only if shown in SCHEDULE OF BENEFITS)" may be deleted for a particular plan when this option is automatically included in the plan.
- (177) This section may be deleted for a particular plan if the policyholder only offers the "Automatic Inflation Protection Increase".
- (178) This section may be changed for a particular plan to reflect how often this increase will be offered. For example, "at least once every 2 calendar years". The "2" may be changed to another number however, not less than "2" nor more than "5".
- (179) "5%" may be changed to another number as permitted by federal or state law.
- (180) The end of the period used to calculate the increase in benefits may change, but will be no earlier than required by federal or state law.
- (181) The wording describing the computation of other benefits may be replaced by the following:
"All other Benefits will increase because they are computed either as a percentage or multiple of the Nursing Home Benefit."
- (182) The reference to rounding may be deleted for a particular plan.
- (183) The 2nd paragraph may be deleted for a particular plan.
- (184) The reference to "two" may be changed to another number, however, not less than "1" nor more than "4".
- (185) The 3rd paragraph may be changed to show that a Covered Person is eligible for the increase only if they have not received any type of Benefit during 6 months prior to effective date of the increase if permitted by federal or state law.
- (186) The 3rd paragraph may be deleted if federal or state law permits us to impose these restrictions.

- (187) The date the increase is effective may be changed for a particular plan. For example, "a date specified by the policyholder and Us".

Benefit Increases With Proof of Good Health

- (188) This section may be changed to show a specific date that increases may be requested in a particular plan.

- (189) The wording describing the computation of other benefits may be replaced by the following:

"All other Benefits will increase because they are computed either as a percentage or multiple of the Nursing Home Benefit."

- (190) The date the increase is effective may be changed for a particular plan. For example, "a date specified by the policyholder and Us."

Benefit Decreases

- (191) This section may be changed to show a specific date that decreases may be requested in a particular plan.

- (192) The wording describing the computation of other benefits may be replaced by the following:

"All other Benefits will decrease because they are computed either as a percentage or multiple of the Nursing Home Benefit."

- (193) The date the decrease is effective may be changed for a particular plan. For example, "a date specified by the policyholder and Us."

Other Coverage Changes

- (194) This section may be changed to reflect the specific changes available in a particular plan. For example, Other Coverage Options.

13. Contributions

- (195) This section may be changed to reflect an employer pay all plan.

- (196) The date contributions are payable may be changed for a particular plan.

- (197) B. may be changed to reflect that age will be "age on enrollment for" or "age nearest birthday".

- (198) In C. the 2nd paragraph may be deleted for a particular plan.
- (199) In "C", the following may be deleted for a particular plan that does not include the Optional Inflation Increase:
- "(a) Optional Inflation Increase or (b)".
- (200) E. may be deleted for a particular plan.
- (201) E. may be changed to allow for other types of discounts for a particular plan. For example, wording may be added to allow for a person in a class of Covered Persons who pay their Contribution by payroll deduction to receive a discount. Those Covered Persons in a class who pay their Contributions by direct bill would not receive a discount.

15. Waiver of Contributions

- (202) This section may be changed for a particular plan to apply only to nursing home or other facilities.
- (203) This section may be changed if required by Federal law to maintain tax qualification.

16. When Your Coverage Ends

- (204) In the sentence "the date You have received Benefits equal to Your Total Lifetime Benefit unless You have unlimited Coverage" may change for a particular plan by deleting "unless You have unlimited Coverage".
- (205) "the date Your employment with the Group Policyholder terminates, subject to the provisions in "Continuation Coverage" may be deleted for a particular plan where the policyholder is not an employer.
- (206) This section may be revised to substitute "Participating Employer" for "Group Policyholder" if the group policyholder is a Trust.
- (207) The following may be added for a particular plan:
- ["if You are a member of an insured class with respect to whose Coverage is terminated because that class is no longer considered an eligible class by the Group Policyholder, the date on which Coverage under this Group Policy is terminated with respect to that insured class, subject to the provisions in "Contribution Coverage"]].

17. Reinstatement of Coverage

- (208) This section may change for a particular plan.
- (209) This section may be changed to allow insureds returning from lay-off to be reinstated.
- (210) This section may be changed if required by Federal law to maintain tax qualification.

18. Extension of Benefits

- (211) This section may be changed if required by Federal law to maintain tax qualification.
- (212) The sentence "the date the Total Lifetime Benefit has been paid unless You have unlimited Coverage" may be changed for a particular plan by deleting "unless You have unlimited Coverage".

19. Continuation Coverage

- (213) The 2nd bullet, Category 2; may be changed for a particular plan by deleting "unless You have unlimited Coverage".
- (214) The 3rd bullet, Category 3, may be changed for a particular plan.
- (215) Category 3 may be deleted for a particular plan.
- (216) The last bullet, Category 4, may be deleted for a particular plan where the policyholder is not an employer, or where required by state or federal law.
- (217) This section may be revised to substitute "Participating Employer" for "Group Policyholder" if the group policyholder is a Trust.
- (218) The following may be added for a particular plan:

["You are a member of an insured class with respect to whose Coverage is terminated because that class is no longer considered an eligible class by the Group Policyholder and Coverage is replaced (within 31 days after termination) by other group coverage that:

is effective on the day following termination of coverage; and

provides Benefits which are identical to or determined as required under applicable law, to be substantially equivalent to or exceed those provided by this Group Policy; and calculates Premium based on Your age at inception of Coverage under This Group Policy."]

20. Return of Contributions

- (219) This section may be deleted for a particular plan.
- (220) The following "Return of Contributions" provisions may be substituted for a particular plan.
- (221) All reference to Nonforfeiture Coverage may be deleted for a plan that does not include Nonforfeiture Coverage.

"RETURN OF CONTRIBUTIONS"

If You are covered on the date of Your death, We will refund to Your estate those Contributions that were due and paid to Us up to Your 65th birthday as follows:

If You die before age 65: All Contributions less any Benefits paid to You or on Your behalf under This Plan.

If You die on or after age 65 but before age 75: All Contributions due and paid up to Your 65th birthday - reduced by 1/120 of that amount for each month You were covered after Your 65th birthday - less any Benefits paid to You or on Your behalf under This Plan.

We will not refund any Contributions that were due and paid after Your 65th birthday.

We will not refund any Contributions:

- If Nonforfeiture Coverage was being provided as described in "NONFORFEITURE COVERAGE" on the date of Your death; or]
- If You die on or after age 75.

The time limit for submitting proof of claim to MetLife for a refund of Contributions is 90 days after the date of the Covered Person's death.

If Your Coverage ends because of Your death, any additional Contributions paid for any period beyond the date of Your death will be refunded to Your estate."

[Note: None of Your contributions to the cost of Your Long-Term Care Coverage will be refunded to Your estate if You elect to stop paying contributions and maintain the NONFORFEITURE COVERAGE as described below.]"

OR

"RETURN OF CONTRIBUTIONS"

Your Contributions to the cost of Your Coverage that were due and paid to Us before Your 65th birthday may be refunded to Your estate upon Your death. The amount returned will be reduced by the amount of benefits paid to You (or to Your designee) under This Plan. No contributions will be refunded to Your estate:

1. if You are not covered by This Plan at the time of Your death; or
2. that are paid after Your 65th birthday.

[Note: None of Your contributions to the cost of Your Long-Term Care Coverage will be refunded to Your estate if You elect to stop paying contributions and maintain the NONFORFEITURE COVERAGE as described below.]"

OR

"RETURN OF CONTRIBUTIONS"

Your Contributions to the cost of Your Coverage, as determined below, will be paid to Your estate if You:

- a. have continuous Coverage for at least 120 consecutive months on the date of Your death; and
- b. made Contributions for at least 120 months on the date of Your death (not including any Contributions deemed made due to waiver); and
- c. were paying for Coverage, or had a Waiver of Contributions in effect, on the date of Your death.

If You have never decreased Your Nursing Home Benefit or Total Lifetime Benefit, the amount of Contributions payable to Your estate will equal the sum of all Your Contributions minus the sum of any Benefits paid to You or on Your behalf.

If You have decreased either Your Nursing Home Benefit and/or Total Lifetime Benefit, the amount of Contribution payable at death will equal the sum of Your Contributions minus the sum of Benefits paid to You or on Your behalf. However, for the purpose of determining the sum of Contributions, each Contribution made prior to the date of the decrease will be an adjusted Contribution equal to the smaller of:

- a. the Contribution that was paid; or
- b. the Contribution that would have been paid had the decreased Nursing Home Benefit or Total Lifetime Benefit been in effect when the Contribution was due."

[Note: None of Your contributions to the cost of Your Long-Term Care Coverage will be refunded to Your estate if You elect to stop paying contributions and maintain the NONFORFEITURE COVERAGE as described below.]

OR

"RETURN OF CONTRIBUTIONS

Contributions to the cost of Your Coverage that are paid to Us up to Your 65th birthday may be refundable to Your estate if You die while covered under This Plan. If You are age 65 or older when You enroll, Contributions to the cost of Your Coverage will not be refundable to Your estate if You die while covered under This Plan.

RETURN OF CONTRIBUTIONS FOR INITIAL AMOUNTS OF COVERAGE

Contributions made, up to Your 65th birthday, for Your initial amounts of Coverage are available for refund after You have been paying such Contributions for four years. The amount available for refund after four years will be 20% of the total of such Contributions paid by You.

The percentage of Your Contributions available for refund will increase by 5% each additional year You are covered under This Plan, as shown in the following table:

TABLE

<u>Number of Full Years Covered</u>	<u>Percent Available for Refund</u>
1 - 3	0%
4	20%
5 or more but less than 20	increasing by steps of 5% each year up to 95%
20 or more	100%

None of Your Contributions to the cost of Your initial amounts of Coverage that are paid after Your 65th birthday will be refunded.

RETURN OF CONTRIBUTIONS FOR INCREASED AMOUNTS OF COVERAGE

Additional Contributions made, up to Your 65th birthday, for increases to the initial amounts of Coverage will also be available for refund after You have been paying such additional Contributions for four years. The amount available for refund at that time will be 20% of the total of such additional Contributions paid by You. The percentage available for refund will increase by 5% for each additional year You continue to pay such additional Contributions and are covered under This Plan, as shown in the following table:

TABLE

<u>Number of Full Years Covered</u>	<u>Percent Available For Refund</u>
1 - 3	0%
4	20%
5 or more but less than 20	increasing by steps of 5% each year up to 95%
20 or more	100%

This provision will be applied separately to additional Contributions paid for each increase in amounts of Coverage.

None of Your additional Contributions to the cost of Your increased amounts of Coverage that are paid after Your 65th birthday will be refunded.

EFFECT OF BENEFITS PAID ON RETURN OF CONTRIBUTIONS

The amount available for any refund will be reduced by any benefits paid to You as a Covered Person under This Plan. All refundable Contributions will be paid to Your estate when You die.

- (222) The reference to "less any Benefits paid to You or on Your behalf under This Plan" may be deleted for a particular plan.

21. Nonforfeiture Coverage

- (223) This section may be deleted for a particular plan where the offer of reduced paid-up, extended term or shortened benefit period was made to the Policyholder and the Policyholder has rejected the offer.
- (224) The phrase "minus Benefits paid prior to Your receipt of Nonforfeiture Coverage may be deleted for a particular plan, if and when the Treasury Department provides favorable guidance and as allowed by state or federal law.

(225) The number of years may be reflected in months for a particular plan or may be changed if required by Federal law to maintain tax qualification.

(226) The "Nonforfeiture Coverage" provision may be changed as follows for a particular plan.

NONFORFEITURE COVERAGE
Shortened Benefit Period #2

If Paid Contributions have been paid for at least [3 years] and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "**Paid Contribution(s)**" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date." "**Nonforfeiture Date**" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.]

[The same Benefits will be payable under Nonforfeiture Coverage except (1) the daily Nursing Home Benefit and other Benefits will be calculated as specified below and (2) the Total Lifetime Benefit will be the greater of (a) the sum of all Paid Contributions [reduced by the total amount of Benefits previously paid] or (b) 30 times the daily Nursing Home Nonforfeiture Benefit [minus Benefits paid prior to Your receipt of Nonforfeiture Coverage.]

How the daily Nursing Home Nonforfeiture Benefit is computed

Step 1: We determine the daily Nursing Home Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage.

Step 2: We determine if there were any increases or decreases to Your daily Nursing Home Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage.

Step 3: Step 1 and Step 2 are then combined together to develop a weighted average daily Nursing Home Benefit. However, this daily Nursing Home Nonforfeiture Benefit will be reduced to the daily Nursing Home Benefit in effect immediately prior to the Nonforfeiture Date if lower.]

[All other Benefits will change because they are computed either as a percentage or multiple of the daily Nursing Home Benefit.]

OR

NONFORFEITURE COVERAGE
Shortened Benefit Period #3

[After Paid Contributions have been paid for [10 years] for Your initial daily Nursing Home Benefit, this Benefit will be paid up and no further Contributions will be required for this Benefit.]

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If Paid Contributions have been paid for at least [10 years], and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "Paid Contributions" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date." "Nonforfeiture Date" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.

Your Total Lifetime Benefit will be reduced, as specified below, to the applicable percentage of the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date [minus Benefits paid prior to Your receipt of Nonforfeiture Coverage] and Your daily Nursing Home Nonforfeiture Benefit will be calculated as specified below.

How the Reduced Total Lifetime Benefit is Computed

Step 1: We determine the Total Lifetime Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage. Your initial Total Lifetime Benefit is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 2: We determine if there were any increases or decreases to Your Total Lifetime Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage. The amount of any such increase or decrease is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 3: The results of Step 1 and Step 2 are then added together to give You Your Reduced Total Lifetime Benefit, minus Benefits paid prior to Your receipt of Nonforfeiture Coverage.

How the Daily Nursing Home Nonforfeiture Benefit is Computed

Step 1: We determine the daily Nursing Home Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage.

Step 2: We determine if there were any increases or decreases to Your daily Nursing Home Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage.

Step 3: Step 1 and Step 2 are then combined together to develop a weighted average daily Nursing Home Nonforfeiture Benefit. However, this daily Nursing Home Nonforfeiture Benefit will be reduced to the daily Nursing Home Benefit in effect just prior to the Nonforfeiture Date, if lower. All other Benefits will change because they are computed either as a percentage or a multiple of the daily Nursing Home Benefit. [However, the Transition Expense Benefit will be further reduced in the same manner as the Total Lifetime Benefit.]

[The amount of the Nonforfeiture Benefit and the Reduced Total Lifetime Benefit may be adjusted subsequent to being initially granted as necessary to reflect changes in claims, persistency, and interest as reflected in changes in rates for Covered Persons who are continuing to make the required contributions.]

Reduced Total Lifetime Benefit Multiplier Tables

Table #3A

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14
Multiplier %			10.0	11.5	13.0	14.5	16.0	17.5	19.0	20.5	22.0	23.5

Full Years of Contributions	15	16	17	18	19	20	21	22	23	24	25+
Multiplier %	25.0	26.5	28.0	29.5	31.0	32.5	34.0	35.5	37.0	38.5	40.0*

*Plus 0.5% for each year in excess of 25

Table #3B

Full Years of Contributions	3	4-9	10	11	12	13	14	15	16	17	18	19
Multiplier %	0	0	10.0	11.5	13.0	14.5	16.0	17.5	19.0	20.5	22.0	23.5

Full Years of Contributions	20	21	22	23	24	25	26	27	28	29	30+
Multiplier %	25.0	26.5	28.0	29.5	31.0	32.5	34.0	35.5	37.0	38.5	40.0*

*Plus 0.5% for each year in excess of 30

Table #3C

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14
Multiplier %	0	0	5.0	5.5	6.0	6.5	7.0	7.5	8.25	9.0	9.75	10.5

Full Years of Contributions	15	16	17	18	19	20+
Multiplier %	11.25	12.0	12.75	13.5	14.25	15.0*

*Plus 1% for each year in excess of 20

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Table #3D

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Multiplier %	0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	10.5	11.0	11.5	12.0	12.5	13

Full Years of Contributions	17	18	19	20+
Multiplier %	13.5	14.0	14.5	15.0*

*Plus 0.5% for each year in excess of 20

Table #3E

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14
Multiplier %	0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0

Full Years of Contributions	15	16	17	18	19	20	21	22	23	24	25+
Multiplier %	20.0	21.0	22.0	23.0	24.0	25.0	28.0	31.0	34.0	37.0	40.0*

*No further accrual for each year in excess of 25

Table #3F

Full Years of Contributions	3	4-9	10	11	12	13	14	15	16	17	18	19
Multiplier %	0	0	20.0	28.0	36.0	44.0	52.0	60.0	68.0	76.0	84.0	92.0

Full Years of Contributions	20+
Multiplier %	100

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Table #3G

Full Years of Contributions	3	4-9	10	11	12	13	14	15	16	17	18	19
Multiplier %	0	0	40.0	44.0	48.0	52.0	56.0	60.0	64.0	68.0	72.0	76.0

Full Years of Contributions	20	21	22	23	24	25+
Multiplier %	80.0	84.0	88.0	92.0	96.0	100

Table #3H

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Multiplier %	0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0

Full Years of Contributions	19	20	21	22	23	24	25+
Multiplier %	24.0	25.0	28.0	31.0	34.0	37.0	40.0*

*Plus 0.5% for each year in excess of 25

Table #3I

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5

Full Years of Contributions	16	17	18	19	20	21	22	23	24	25+
Multiplier %	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5	13.0	100

Table #3J

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0

Full Years of Contributions	16	17	18	19	20	21	22	23	24	25+
Multiplier %	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	100

Table #3K

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5

Full Years of Contributions	16	17	18	19	20	21	22	23	24	25	26	27	28
Multiplier %	10.0	10.5	11.0	11.5	12.0	12.5	13.0	13.5	14.0	14.5	15.0	15.5	16.0

Full Years of Contributions	29	30+
Multiplier %	16.5	100

OR

NONFORFEITURE COVERAGE

Shortened Benefit Period #4

If, after the later of age 65 or the date Paid Contributions have been paid for a total of [120 or more] months, Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "Paid Contributions" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived. Nonforfeiture Coverage takes effect on the Nonforfeiture Date.

"Nonforfeiture Date" means the 1st day following the end of the period Covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Coverage.

Your Nonforfeiture Coverage will have a daily Nursing Home Benefit and a Reduced Total Lifetime Benefit, each as described below.

A. Daily Nursing Home Nonforfeiture Benefit

Your daily Nursing Home Nonforfeiture Benefit will be Your most recent daily Nursing Home Benefit in effect for at least the last 12 months. All other Benefits will change because they are computed either as a percentage or multiple of the daily Nursing Home Benefit.

B. Reduced Total Lifetime Benefit

Your Reduced Total Lifetime Benefit will be calculated based on 50% of the Total Lifetime Benefit that was in effect for a minimum of ten years minus Benefits paid prior to Your receipt of Nonforfeiture Coverage.

[The amount of the Nonforfeiture Benefit and the Reduced Total Lifetime Benefit may be adjusted subsequent to being initially granted as necessary to reflect changes in claims, persistency, and interest as reflected in changes in rates for Covered Persons who are continuing to make the required contributions.]

NONFORFEITURE COVERAGE

Shortened Benefit Period #5 (with optional Cash Value)

If Paid Contributions have been paid for at least [4 years] and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive a choice of Nonforfeiture Coverage or a Cash Value. "Paid Contributions" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date". "Nonforfeiture Date" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.

If You elect Nonforfeiture Coverage, Your Total Lifetime Benefit will be reduced, as specified below, to the applicable percentage of the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date [minus Benefits paid prior to Your receipt of Nonforfeiture Coverage] and Your daily Nursing Home Nonforfeiture Benefit will be calculated as specified below.

How the Reduced Total Lifetime Benefit is Computed

Step 1: We determine the Total Lifetime Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage. Your initial Total Lifetime Benefit is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 2: We determine if there were any increases or decreases to Your Total Lifetime Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage. The amount of any such increase or decrease is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 3: The results of Step 1 and Step 2 are then added together to give You Your Reduced Total Lifetime Benefit, minus Benefits paid prior to Your receipt of Nonforfeiture Coverage.

How the Daily Nursing Home Nonforfeiture Benefit is Computed

Step 1: We determine the daily Nursing Home Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage.

Step 2: We determine if there were any increases or decreases to Your daily Nursing Home Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage.

Step 3: Step 1 and Step 2 are then combined together to develop a weighted average daily Nursing Home Nonforfeiture Benefit. However, this daily Nursing Home Nonforfeiture Benefit will be reduced to the daily Nursing Home Benefit in effect just prior to the Nonforfeiture Date, if lower. All other Benefits will change because they are computed either as a percentage or a multiple of the daily Nursing Home Benefit.

If You elect a Cash Value in lieu of Nonforfeiture Coverage, You will receive an amount equal to the sum of all Paid Contributions, multiplied by the applicable multiplier shown in the multiplier table, reduced by the total amount of Benefits previously paid.

[The amount of the Nonforfeiture Benefit and the Reduced Total Lifetime Benefit may be adjusted subsequent to being initially granted as necessary to reflect changes in claims, persistency, and interest as reflected in changes in rates for Covered Persons who are continuing to make the required contributions.]

Reduced Total Lifetime Benefit or Cash Value Multiplier Table

Full Years of Contributions	3	4	5	6	7	8	9	10
Multiplier %	0	4.0	5.0	6.0	7.0	8.0	9.0	10.0*

*Plus 0.5% for each year in excess of 10

OR

NONFORFEITURE COVERAGE PAID-UP INSURANCE

After Paid Contributions have been paid for [15 years (180 months)] for Your initial daily Nursing Home Benefit, this Benefit will be paid-up and no further Contributions will be required for this Benefit. "Paid Contributions" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived. Once Your daily Benefit is paid-up, no more Contributions will be required for that Benefit. If You ever increase Your Nursing Home Benefit and Paid Contributions have been paid for [15 years (180 months)] for each additional layer(s), You will be paid-up in the additional layer(s). If You ever decrease Your daily Nursing Home Benefit, only the remaining daily Nursing Home Benefit amount will be available to become paid-up.

For example, suppose Your initial Nursing Home Benefit is \$100, after 12 plan years You increase Your Nursing Home Benefit to \$130. Assuming all Contributions are paid, the first \$100 of Coverage will be

paid-up 15 years after the initial effective date. Contributions for only the additional \$30 layer of Coverage will be due. If these Contributions are paid, the additional \$30 layer of Coverage will be paid-up [15 years (180 months)] from the effective date of the increase.

OR

Extended Term Insurance

Extended Term Insurance

If Paid Contributions have been paid for at least [60 months], and Your Coverage ends due to cancellation or nonpayment of Contributions You will receive "Extended Term Insurance." "Paid Contributions" means Contributions You have paid that include charges for Extended Term Insurance but do not include any month for which payment of Your Contribution was waived. Once You receive Extended Term Insurance, You cannot change Your Benefits.

- **How Long is Extended Term Insurance Provided**

The period of Extended Term Insurance is based on the number of months of Paid Contributions. The period begins on the Nonforfeiture Date and extends for [1] month for each full year of Paid Contributions. The "Nonforfeiture Date" means the 1st day following the end of the period covered by Your last Paid Contribution. At the end of this period, Your Extended Term Insurance ends. If as of the date Extended Term Coverage ends, You are certified as Chronically Ill and are confined in a Nursing Home or Hospice Facility, You may be eligible for an "Extension of Benefits" as described in this Certificate.

- **How are Extended Term Insurance Benefit Amounts Computed**

The Extended Term Insurance daily Nursing Home Benefit equals the lowest maximum daily Benefits in effect during the last [60] months of Paid Contributions; or the entire period of Paid Contributions if less than [60] months. All other Benefits will change because they are computed as a multiple or percentage of the daily Nursing Home Benefit. In all other respects, the terms and conditions of the Certificate apply.

- **What is the Extended Term Insurance Total Lifetime Benefit**

The total amount of benefits We will pay under Extended Term Insurance is the Total Lifetime Benefit minus Benefits paid prior to Your receipt of Extended Term Insurance.

OR

NONFORFEITURE COVERAGE Reduced Paid-Up Insurance

[After Paid Contributions have been paid for at least [10 years] for Your initial daily Nursing Home Benefit, this benefit will be paid up and no further contributions will be required for this Benefit.]

If Paid Contributions have been paid for at least [10 years], and Your Coverage ends due to cancellation or nonpayment of Contributions, You will receive Nonforfeiture Coverage. "Paid Contributions" means Contributions You have paid that include charges for Nonforfeiture Coverage but do not include any month for which payment of Your Contribution was waived.

Nonforfeiture Coverage takes effect on the "Nonforfeiture Date." "Nonforfeiture Date" means the 1st day following the end of the period covered by Your last Paid Contribution. Once You receive Nonforfeiture Coverage, You cannot change Your Benefits.

Your Total Lifetime Benefit will be reduced, as specified below, to the applicable percentage of the Total Lifetime Benefit in effect immediately prior to the Nonforfeiture Date [minus Benefits paid prior to Your receipt of Nonforfeiture Coverage] and Your daily Nursing Home Nonforfeiture Benefit will be calculated as specified below.

How the Reduced Total Lifetime Benefit is Computed

Step 1: We determine the Total Lifetime Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage. Your initial Total Lifetime Benefit is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 2: We determine if there were any increases or decreases to Your Total Lifetime Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage. The amount of any such increase or decrease is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 3: The results of Step 1 and Step 2 are then added together to give You Your Reduced Total Lifetime Benefit, minus Benefits paid prior to Your receipt of Nonforfeiture Coverage. However, this Reduced Total Lifetime Benefit will be reduced to the Total Lifetime Benefit in effect just prior to the Nonforfeiture Date, if lower.

How the Daily Nursing Home Nonforfeiture Benefit is Computed

Step 1: We determine the daily Nursing Home Benefit in effect as of the initial Effective Date of Your Coverage and the number of full years of Paid Contributions for that level of Coverage. Your initial daily Nursing Home Benefit is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 2: We determine if there were any increases or decreases to Your daily Nursing Home Benefit since the initial Effective Date of Your Coverage. For each such increase or decrease, We determine the number of full years of Paid Contributions for that particular level of Coverage. The amount of any such increase or decrease is then multiplied by the applicable multiplier shown in the Multiplier Table.

Step 3: The results of Step 1 and Step 2 are then added together to give You Your Nursing Home Nonforfeiture Benefit. However, this daily Nursing Home Nonforfeiture Benefit will be reduced to the daily Nursing Home Benefit in effect just prior to the Nonforfeiture Date, if lower. All other Benefits will change because they are computed either as a percentage or a multiple of the daily Nursing Home Benefits. [However, the Transition Expense Benefit will be further reduced in the same manner as the Total Lifetime Benefit.]

[The amount of the Nonforfeiture Benefit and the Reduced Total Lifetime Benefit may be adjusted subsequent to being initially granted as necessary to reflect changes in claims, persistency, and interest as reflected in changes in rates for Covered Persons who are continuing to make the required contributions.]

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**Reduced Total Lifetime Benefit and Daily Nursing Home
Nonforfeiture Benefit Multiplier Tables**

Option #1

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14
Multiplier %			0.0	0.0	0.0	0.0	0.0	30.0	33.0	36.0	39.0	42.0

Full Years of Contributions	15	16	17	18	19	20	21	22	23	24	25+
Multiplier %	45.0	48.0	51.0	54.0	57.0	60.0	63.0	66.0	69.0	72.0	75.0*

*No further accrual for each year in excess of 25

Option #2

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	3	6	9	12	15	18	21	24	27	30	33	36

Full Years of Contributions	16	17	18	19	20	21	22	23	24	25	26	27	28+
Multiplier %	39	42	45	48	51	54	57	60	63	66	69	72	75

*No further accrual for each year in excess of 28

Option #3

Full Years of Contributions	3	4-9	10	11	12	13	14	15	16	17	18	19	20+
Multiplier %	0	0	50	55	60	65	70	75	80	85	90	95	100

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Option #4

Full Years of Contributions	3	4	5	6	7	8	9	10	11	12	13	14	15
Multiplier %	0	4	8	12	16	20	24	28	32	36	40	45	50

Full Years of Contributions	16	17	18	19	20+
Multiplier %	60	70	80	90	100

21. General Provisions

- (227) In "E" "or on complete surrender or cancellation of this Coverage" will be deleted if not permitted by Federal law to maintain tax qualification.
- (228) In "F" the following language may replace the 1st paragraph if allowed by Federal law to maintain tax qualification or if the policyholder is a Trust.

"THIS CERTIFICATE IS GUARANTEED RENEWABLE. This means You have the right, subject to the terms of Your Certificate, to continue this Coverage as long as You pay Your Contributions on time. We cannot diminish the Benefits promised or change any of the terms of Your Certificate on Our own. However, in the future, WE MAY INCREASE THE CONTRIBUTIONS YOU PAY."



NAIC Company No. is 65978

STATEMENT OF VARIABILITY

**LIMITED COVERAGE UPON LAPSE FOLLOWING CONTRIBUTION INCREASE ENDORSEMENT
G-LCUL, G-LCUL-1, G-LCUL-2**

- New York, NY at the top of the page is bracketed to be removed or in the event the company domicile should change.
- Vice President name and signature is bracketed in the event the person should change.
- The bracketed [DATE] field at the end of the document is variable and customized for each insured.

Institutional Contracts



050215000074

**IContract_FormNumber : 'G.LTC2798, G.LTC6197, G.LTC6297, G.4980-3, EF.997(VA),
EF.997-1(VA), EF.997-2(VA), EF.997-3(VA), EF.997-4(VA), RN.LTC197'**

IContract_State : 'VA'

IContract_ApprovalDate : '05/20/1998'

IContract_ClientProductName : 'LTC-Employer Group HIPAA Filing'

IContract_FilingInstallmentNumber : ''

**IContract_FormType : 'policy, certificate, application and enrollment form, outline of
coverage'**

IContract_OfficeLocation : 'Westport, CT'

Doc Type : 'APPR'

STATE: Virginia
PRODUCT: HIPAA True Group

050307049007

Submitted	07/25/97	
Approved	05/20/98	
Andrews Communications	See History File	
Filing Fee	No	
Readability Certification	Basic	
Special Certifications	No	
Actuarial Memorandum	Basic	
Special Actuarial Items	No	
Rate Manual	No	
Explanation of Variables	Yes	
Suitability et. al.	No	
Advertising	No	
Group Policy	G.LTC2798	
Group Policy Application	G.4980-3	
Comprehensive Certificate	G.LTC6197	
Nursing Home Certificate	G.LTC6297	
Comprehensive Outline	G.LTC6197 (filed without form number)	
Nursing Home Outline	G.LTC6297 (filed without form number)	
Enrollment Forms	EF. 997 (VA); EF. 997-1 (VA), EF. 997-2 (VA)	
Reinstatement Form	EF. 997-3 (VA)	
Transfer Form	EF. 997-4 (VA)	
Replacement Notice	RN.LTC197	
Special Riders	No	
Miscellaneous	No	



May 5, 1998

Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
1300 E. Main Street
Richmond, VA 23219

ATTN: Althea P. Battle

Re: Metropolitan Life Insurance Company
Submission No: 007 000009401
ACS Reference Filing #: MET/3
Forms: GLTC197 et al
Your letter of March 26, 1998

Dear Ms Battle:

This letter is intended to address the comments you have raised in connection with the MetLife long term care filing. Our response to each of those comments is noted below. Please find enclosed duplicate copies of the master policy, form GLTC2798 which is intended to replace the master policy which was contained with our resubmission dated March 17, 1998. We have reviewed all forms to assure we are in compliance with your requirements.

1. The Entire Contract provision of the Policy has been amended to refer to the copy being furnished to the person's "beneficiary or personal representative". The policy is only for policies situated in Virginia.
2. The Grace Period provision of the Policy has been amended to refer to the provision not applying to the first premium and also that the Policy will remain in force during the grace period unless the Policyholder has sent written notice of termination.

2811 Madison Road, Cincinnati, Ohio 45208 Phone: 513.533.4444 Fax: 513.533.4468
e-mail: nvanover@andrewsconsulting.com



APPROVED

Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance

DATE 5/24/98
BY GJB

050307049007

May 5, 1998
Page 2

3. Per your letter of May 1, 1998, the enrollment forms in final printed copies were received in your office on April 20, 1998.

With these changes, we trust the forms may now be considered for final approval.

Sincerely,

Nancy Vanover
Project Manager

NV/sc

050307049007

Institutional Contracts



050215000290

IContract_FormNumber : 'G.LTC199, G.LTC199/OOC, CR1-G.LTC297/397, CR2-G.LTC297/397, CR3-G.LTC297/397, CR-G.LTC297, PA99-LTC, END99-LTC, CR99-LTC'

IContract_State : 'VA'

IContract_ApprovalDate : '10/14/1999'

IContract_ClientProductName : 'LTC Hybrid Certificate Filing'

IContract_FilingInstallmentNumber : 'W99-2 KL'

IContract_FormType : 'endorsement, policy amendment, certificate rider, certificate, outline of coverage'

IContract_OfficeLocation : 'Westport, CT'

Doc Type : 'APPR'



Metropolitan Life Insurance Company
57 Greens Farms Road, Westport, CT 06880
Tel 203 221-6537 Fax 203 221-3348
jbreslin1@metlife.com

Jerome D. Breslin
Group and SBC Contracts & Compliance Division

KAREN LEDDY

OCT 22 1999

MetLife®
RECEIVED

OCT 20 1999

Group and SBC Contracts
& Compliance Division
FILING UNIT

September 13, 1999

APPROVED

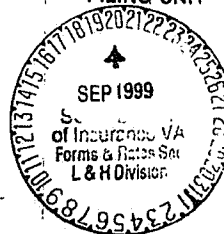
Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance

Ms. Althelia P. Battle
Senior Insurance Market Examiner
Bureau of Insurance
Commonwealth of Virginia
Tyler Building, 1300 East Main Street
Richmond, Virginia 23219

DATE
BY

10/14/99

ARB



Re: Our Filing No. W99-2 KL Dated June 14, 1999
Group Long-Term Care Insurance
Your letter dated August 19, 1999

Dear Ms. Battle:

This letter will respond to the objections listed in your letter of August 19, 1999.

1. Your requested the removal of the automobile no-fault provision in the Exclusion section on page EXCL pursuant to section 38.2-3405 B. We have made this change and are submitting G.LTC199 replacement page EXCL.
2. You noted that we should review the Outline of Coverage form G.LTC199/OOC to confirm that it has the same sequential order as prescribed in 14 VAC 5-200-200 of the Administrative Code. Accordingly, we have revised the sequential order of the Outline of Coverage form G.LTC199/OOC are submitting a revised copy for your records. We are also submitting a revised Explanation of Variable Material for form G.LTC199/OOC.

Ms. Battle, we sincerely appreciate all the help you have given in the review of this filing. We anticipate that we have addressed all your remaining concerns and look forward to your approval.

Very truly yours,

Jerome D. Breslin, JD
Contract Analyst

W99-2 KL

050308019975

Metropolitan Life Insurance Company
57 Greens Farms Road, Westport, CT 06880
Tel 203 221-6533 Fax 203 221-3348
kleddy@metlife.com

Karen W. Leddy
Group and SBC Contracts & Compliance Division

MetLife®

050308019975

June 14, 1999

State Corporation Commission
Bureau of Insurance
Commonwealth of Virginia
P.O. Box 1157
Richmond, VA 23218

Re: Filing No. W99-2 KL (FORMS)
Group Long-Term Care Insurance
Our NAIC Company No. is 65978
Our FEIN is 13-5581829

Dear Sir/Madam:

We enclose for filing final printed copies of the group long-term care insurance forms listed below. These forms are new and do not replace any forms previously filed with your Department.

Form Number	Description
G.LTC199	VA Group Certificate providing a comprehensive long-term care insurance plan design that provides two levels of benefits that is intended to be federally tax qualified. This form will be used with group policy form G.LTC2798 that was approved by your Department on May 20, 1998 [File #007-0000008401]. The certificate is being filed for use with group policy form G.LTC2798 when both are issued for delivery in your jurisdiction
G.LTC199/OOC	VA Outline of Coverage to be used with G.LTC199. The following Certificate Rider forms are being filed for use with one or both of the following group long-term care insurance certificate forms that were previously approved by the Department: Certificate forms filed for use with G.LTC2798 (Single Employer Policy): G.LTC6197 Comprehensive Plan approved May 20, 1998 [File #007-0000008401] G.LTC6297 Nursing Home Plan approved May 20, 1998 [File #007-0000008401]

W99-2 KL

050308019975

Page 2

Form Number	Description
CR1-G.LTC297/397	Certificate Rider for use with group long-term care insurance certificate forms G.LTC6197 and G.LTC6297. This Rider changes certain definitions and exclusions. The variable material on page 1 is indicated by brackets and is illustrative.
CR2-G.LTC297/397	Certificate Rider for use with group long-term care insurance certificate forms G.LTC6197 and G.LTC6297. This Rider changes the definition of "Chronically III". The variable material is indicated by brackets and is illustrative.
CR3-G.LTC297/397	Certificate Rider for use with group long-term care insurance certificate forms G.LTC6197 and G.LTC6297. This Rider changes an exclusion. The variable material is indicated by brackets and is illustrative.
CR-G.LTC297	Certificate Rider for use with group long-term care insurance certificate form G.LTC6197. This Rider changes the definition of "Informal Caregiver" and adds a definition of "Private Aide". The variable material is indicated by brackets and is illustrative.
PA99-LTC	Policy Amendment to be used to amend previously approved variable material in the previously approved group long-term care insurance policy forms listed below. The variable material is indicated by brackets and is illustrative.
	G.LTC2798 Single Employer Policy approved May 20, 1998 [File #007-0000008401]
	G.LTC1697 AARP Policy approved August 3, 1997 [File #007-0000008176]
END99-LTC	Policy Endorsement to be used to endorse changes to previously approved group long-term care insurance policy forms listed below. The changes that would be made are those that do not require the signature of the Group Policyholder, such as mandated benefits required by law or regulation. The variable material is indicated by brackets and is illustrative.
	G.LTC2798 Single Employer Policy approved May 20, 1998 [File #007-0000008401]
	G.LTC1697 AARP Policy approved August 3, 1997 [File #007-0000008176]
CR99-LTC	Certificate Rider to be used to change previously approved variable material in the previously approved group long-term care insurance certificate forms listed below. The variable material is indicated by brackets and is illustrative.
	G.LTC 199 Comprehensive Plan concurrently being filed
	Certificate forms filed for use with G.LTC2798 (Single Employer Policy):
	G.LTC6197 Comprehensive Plan approved May 20, 1998 [File #007-0000008401]
	G.LTC6297 Nursing Home Plan approved May 20, 1998 [File #007-0000008401]

W99-2 KL

Form Number	Description
Certificate forms filed for use with G.LTC1697 (AARP Policy):	
G.LTC1497	AARP Comprehensive Plan approved August 3, 1997 [File #007-0000008176]
G.LTC 1797	AARP Nursing Home Plan approved August 3, 1997 [File #007-0000008176]

050308019975

Re: Domiciliary Approval

The forms included in this filing were approved by New York for use outside of New York on March 29, 1999.

Re: Alternate Certificate Insert Pages

Certificate G.LTC199 contains alternate insert pages for the following sections:

- Waiting Period: the alternate insert pages are paginated WAITPD/REIM and WAITPD/DIS.
- Return of Contributions: the alternate insert pages are paginated ROC/OPT1 and ROC/OPT2.
- Nonforfeiture Coverage: the alternate insert pages are paginated NF/SBP1 and NF/SBP2.

Only one alternate insert page may be included for each of these sections. Return of Contributions and/or Nonforfeiture Coverage may be omitted from the certificate based upon the decision of the Group Policyholder.

Re: Description of G.LTC199 Plan of Benefits

The plan of benefits described in form G.LTC199 ("Plan") is intended to provide qualified long-term care insurance coverage under Section 7702B(b) of the Internal Revenue Code. The Plan provides flexibility to Covered Persons by providing the same daily benefit level for Home Care services provided by a Formal Caregiver and care in a Nursing Home and certain other facilities. This provides Covered Persons with the option to remain at home for as long as possible. The services covered are Type I and Type II Covered Services.

Type I Covered Services may include:

- Initial Care Advisory Visit
- Transition Expense Benefit

Type II Covered Services may include:

- Nursing Home
- Hospice Facility
- Assisted Living Facility
- Home Care
- Care Advisory Services
- Hospice Care at Home
- Adult Day Care
- Informal Care
- Respite Services

For an insured who is Eligible for Benefits (as defined in the certificate), the Plan provides two levels of coverage for Type II Covered Services, except Hospice Home Care and Adult Day Care, as follows:

- Level One Benefits for a Covered Person who is unable to perform 2 of 6 Activities of Daily Living; or
- Level Two Benefits for a Covered Person who is unable to perform 3 (or more) of 6 Activities of Daily Living or who has Severe Cognitive Impairment.

Level One and Level Two Benefits are specified in the Schedule of Benefits.

Re: Comparison of G.LTC 199 with G.LTC6197

While we developed certificate form G.LTC199 based upon certificate form G.LTC6197, which was previously approved by your Department, the new form is significantly different from the previous form. As such, a comparison of the two forms is not provided.

Re: Variable Material

Text that is subject to variation has been indicated by brackets. Variable material will be modified in accordance with the Explanation of Variable Material that is enclosed for the following forms:

G.LTC199	VA	Group Certificate
G.LTC199/OOC		Outline of Coverage

Re: Readability Certification

The officer signing below certifies that the forms listed below achieve the Flesch Reading Ease Score shown:

G.LTC199	VA	56.06
G.LTC199/OOC	VA	50.43
CR1-G.LTC297/397		51.00
CR2-G.LTC297/397		58.79
CR3-G.LTC297/397		58.74
CR-G.LTC297		57.52
PA99-LTC		74.54
END99-LTC		73.55
CR99-LTC		72.37

Re: Filing Correspondence Instructions

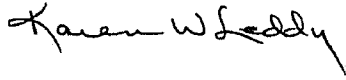
Please address all correspondence regarding the above filing to:

Metropolitan Life Insurance Company
Attn: Ms. Sandra Bennett, Contract Filing Unit
One Madison Avenue, Area 4G
New York, New York 10160-0365

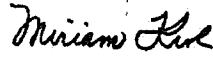
Page 5

If you have any questions or comments that you feel could best be handled by contacting me, please feel free to do so via telephone, fax or e-mail (see upper left hand corner of page 1 of this letter).

Very truly yours,



Karen W. Leddy



Miriam Krol
Vice President

050308019975

W99-2 KL

State - Policy Type	YEAR - % APPROVED							Actuarial Equivalent % Remaining	Current STATUS	Prior Rate Increase Effective Date
	2011	2012	2014	2015	2016	2017	2018			
Alabama - Group	25.00%			16.00%				0.00%	Completed	5/1/2012
Alaska - Group								45.00%	SCHEDULED	No Previous Increase
Arizona - Group	45.00%							0.00%	Completed	5/1/2012
Arkansas - Group		15.00%						20.69%	APPROVED	12/1/2012
California - OOSP		45.00%						0.00%	Completed	2/1/2014
California - PostRate					15.00%			20.69%	APPROVED	10/1/2016
California - PreRate					20.00%			17.24%	APPROVED	10/1/2016
Colorado - OOSP	45.00%							0.00%	Completed	5/1/2012
Connecticut - Group								45.00%	DENIED	No Previous Increase
Delaware - Group	20.00%			20.83%				0.00%	Completed	5/1/2012
Delaware - OOSP					45.00%			0.00%	Completed	12/1/2016
District of Columbia - Group		10.00%			31.81%			0.01%	Completed	2/1/2013
Florida - Group						20.00%		17.24%	APPROVED	No Previous Increase
Georgia - Group	20.00%		12.00%				7.89%	0.00%	Completed	7/1/2012
Hawaii - OOSP		45.00%						0.00%	Completed	10/1/2012
Idaho - Group		25.00%		16.00%				0.00%	Completed	7/1/2012
Idaho - OOSP					45.00%			0.00%	Completed	12/1/2016
Illinois - Group	45.00%							0.00%	Completed	7/1/2012
Indiana - Group				11.00%				23.45%	APPROVED	No Previous Increase
Iowa - OOSP	45.00%							0.00%	Completed	5/1/2012
Kansas - Group		20.00%			20.83%			0.00%	Completed	10/1/2012
Kentucky - Group	45.00%							0.00%	Completed	7/1/2012
Louisiana - Group		22.50%		18.36%				0.01%	Completed	12/1/2012
Louisiana - OOSP					45.00%			0.00%	Completed	12/1/2016
Maine - OOSP	45.00%							0.00%	Completed	5/1/2012
Maryland - OOSP	45.00%							0.00%	Completed	5/1/2012
Massachusetts - Group	45.00%							0.00%	Completed	5/1/2012
Michigan - Group	45.00%							0.00%	Completed	5/1/2012
Minnesota - Group					15.00%			20.69%	APPROVED	No Previous Increase
Mississippi - Group	25.00%			6.00%				8.62%	APPROVED	5/1/2012
Mississippi - OOSP					32.50%			8.62%	APPROVED	4/1/2017
Missouri - Group		45.00%						0.00%	Completed	2/1/2013
Montana - OOSP	45.00%							0.00%	Completed	10/1/2012
Montana - Group	45.00%							0.00%	Completed	10/1/2012
Nebraska - Group		20.00%	20.83%					0.00%	Completed	10/1/2012
Nevada - OOSP		45.00%						0.00%	Completed	7/1/2012
New Hampshire - Group	45.00%							0.00%	Completed	7/1/2012
New Jersey - Group	45.00%							0.00%	Completed	5/1/2012
New Mexico - PreRate								45.00%	DENIED	No Previous Increase
New Mexico - PostRate								45.00%	DENIED	No Previous Increase
New York - Group						10.00%		24.14%	APPROVED	12/1/2017
New York - HIPAA								45.00%	Open/Pending	No Previous Increase
New York - PreHIPAA								45.00%	Open/Pending	No Previous Increase
North Carolina - Group		45.00%						0.00%	Completed	7/1/2012
North Dakota - OOSP	45.00%							0.00%	Completed	7/1/2012
Ohio - Group	45.00%							0.00%	Completed	5/1/2012
Oklahoma - Group	25.00%		16.00%					0.00%	Completed	7/1/2012
Oklahoma - OOSP					45.00%			0.00%	Completed	5/1/2012
Oregon - OOSP								45.00%	DENIED	No Previous Increase
Pennsylvania - Group	45.00%							0.00%	Completed	5/1/2012
Puerto Rico - Group	45.00%							0.00%	Completed	5/1/2012
Rhode Island - OOSP	45.00%							0.00%	Completed	No Previous Increase
South Carolina - OOSP	45.00%							0.00%	Completed	5/1/2012
South Dakota - Group	45.00%							0.00%	Completed	5/1/2012
Tennessee - Group		45.00%						0.00%	Completed	10/1/2012
Texas - PreRate		39.00%						4.14%	APPROVED	12/1/2012
Texas - PostRate		45.00%						0.00%	Completed	5/1/2013
Utah - Group		45.00%						0.00%	Completed	10/1/2012
Virginia - Group								45.00%	DENIED	No Previous Increase
Virginia - PreRate								45.00%	Open/Pending	No Previous Increase
Virginia - PostRate								45.00%	Open/Pending	No Previous Increase
Washington - Group		45.00%						0.00%	Completed	10/1/2012
West Virginia - Group		45.00%						0.00%	Completed	10/1/2012
Wisconsin - Group	45.00%							0.00%	Completed	7/1/2012
Wyoming - OOSP	45.00%							0.00%	Completed	5/1/2012

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Purpose and Scope

Recent experience studies based on MetLife's own data have led to material changes in assumptions about key parameters including lapse, mortality, claims incidence and claims severity. The purpose of this actuarial memorandum is to discuss the assumptions and methods used in developing new gross premiums, and demonstrate the reasonableness of these premiums in relation to the benefits provided for the subject certificate forms attached to new group policies issued.

The existing forms provide group long-term care insurance to eligible employees of the group policyholder, and at the option of the group policyholder, retirees and/or family members who meet eligibility requirements. Certificates under the group policy provide benefits for insureds who are Chronically Ill, as defined in the certificate, and meet all requirements for payment of benefits.

The following is a list of the certificate form numbers for which the new rates apply. Note that there are a number of riders for these certificate forms that are not separately listed below.

<u>Certificate</u>	<u>Form Number</u>
Comprehensive Certificate	G.LTC6297 G.LTC199
Facilities Only Certificate	G.LTC6197

These policy forms are intended to be tax-qualified long-term care contracts under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

The new premium rate schedules may apply to certificate forms issued to residents of [state] when covered under group policies issued in another state.

Description of Benefits

There are two types of certificates that the group policyholder can make available under the group policy – a comprehensive certificate and a facilities only certificate.

Comprehensive Certificates

The comprehensive certificates provide coverage for the following:

Nursing Home

100% of charges incurred by the insured for room and board and other covered services received in a Nursing Home or inpatient Hospice facility, up to the maximum daily benefit amount for Nursing Home services.

Assisted Living Facility

100% of charges incurred by the insured for room and board charges and other covered services received in an Assisted Living Facility, up to the maximum daily benefit amount for Assisted Living Facility services.

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Home Care / Adult Day Care

100% of charges incurred by the insured for services provided by a Formal Caregiver in the insured's home or at an Adult Day Care Center up to the maximum daily benefit amount for Home Care/Adult Day Care services. Home Care includes Hospice Care provided in the insured's home.

The group policyholder has the option to include coverage for the following in the comprehensive certificate:

Informal Care

100% of charges incurred by the insured for Informal Care services up to the maximum daily benefit amount for Informal Care services. Benefits for Informal Care services may be limited to a certain number of days per calendar year.

Respite Services

100% of charges incurred by the insured for Respite Services, up to the maximum daily benefit amount for Respite Services. Benefits for Respite Services may be limited to a certain number of days per calendar year.

The comprehensive certificate may also provide the following:

- benefits for an Initial Care Advisory Visit;
- a Transition Expense Benefit;
- a Bed Reservation Benefit;
- an Alternate Plan of Service provision;
- an International Coverage rider; and
- a Restoration of Benefits provision.

Facilities Only Certificate

The facilities only certificate provides coverage for the following:

Nursing Home

100% of charges incurred by the insured for room and board and other covered services received in a Nursing Home or inpatient Hospice facility, up to the maximum daily benefit amount for Nursing Home services.

Assisted Living Facility

100% of charges incurred by the insured for room and board charges and other covered services received in an Assisted Living Facility, up to the maximum daily benefit amount for Assisted Living Facility services.

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The facilities only certificate may also provide the following:

- benefits for an Initial Care Advisory Visit;
- a Transition Expense Benefit;
- a Bed Reservation Benefit;
- an Alternate Plan of Service provision;
- an International Coverage rider; and
- a Restoration of Benefits provision.

Waiting/Elimination Period

A waiting or elimination period must be satisfied by a Chronically Ill insured before benefits are payable for covered services under the certificate.

Total Lifetime Benefit

The Total Lifetime Benefit is the total amount of benefits payable under the certificate for covered services, other than the Initial Care Advisory Visit and the Transition Expense Benefit. The Total Lifetime Benefit may be within a range of 730 times the maximum daily benefit amount for Nursing Home services to 3650 times the maximum daily benefit amount for Nursing Home services or may be unlimited, depending on the group policyholder's plan.

Premiums

Premiums for an insured's coverage are generally required to be paid during the life of the insured and cease upon termination of the certificate or group policy or upon death of the insured. A Waiver of Premium provision is included which provides that premium will be waived if the insured is Chronically Ill and has satisfied the waiting/elimination period. The group policyholder has the option of including a Return of Contributions provision (which returns a certain amount of premium paid on the death of the insured).

Inflation Options

The following inflation options are available: (1) an Automatic Inflation Increase feature that provides for benefit levels to increase at 5% and / or 3% per year compounded (to meet requirements for tax qualification under HIPAA, the 5% automatic compound inflation feature will be an option for the group policyholder), or (2) an Optional or Periodic Inflation Increase feature or Future Purchase Option feature that provides for the purchase of additional coverage amounts.

Nonforfeiture Coverage

The group policyholder will always be given the option of including the standard Nonforfeiture Coverage feature that vests after 3 years of premium payment and which provides, in the event that coverage ends, a reduced Total Lifetime Benefit equal to the greater of (a) the sum of all paid premiums or (b) thirty times the maximum daily benefit amount for Nursing Home services. Various other Nonforfeiture Coverage features may also be available. A Contingent Benefit Upon Lapse provision that meets the requirements of applicable state law, or if there is no applicable state law requirement, the NAIC 2000 model long-term care laws and regulations, will be provided if the standard Nonforfeiture Coverage feature is not included in the certificate.

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Gross Premium Assumptions

Morbidity

The basis for the morbidity assumptions used in pricing is recent internal company experience studies. These studies analyzed incidence rates, continuance rates and utilization for MetLife's existing blocks of long-term care business. In determining rates, the results of these studies were modified to reflect specific plan features.

Mortality

The mortality rates used in pricing are equal to 88% of the Annuity 2000 Basic Mortality Table. There were additional modifications to reflect the selection effects of underwriting. Both the ultimate level and the selection factors were determined based on the recent internal company experience studies.

Lapse

Voluntary lapse rates vary by issue age and duration and are listed in the table below:

Certificate Duration	Issue Age 25	Issue Age 35	Issue Age 45	Issue Age 55	Issue Age 62+
1	9.50%	9.50%	6.25%	5.45%	4.80%
2	9.90%	9.90%	5.70%	4.40%	3.10%
3	8.70%	8.70%	5.40%	4.00%	2.70%
4	8.10%	8.10%	4.65%	3.75%	2.40%
5	6.60%	6.60%	3.40%	2.45%	1.40%
6-7	5.60%	5.60%	3.10%	2.25%	1.00%
8-10	5.60%	5.60%	3.35%	1.35%	0.80%
*11+	3.70%	3.70%	2.25%	0.75%	0.70%

*After duration 11, lapse rates grade down to an ultimate of 0.70% at retirement age.

These rates were determined based on the recent internal company experience studies.

Interest

A net investment earnings rate of 5.75% in all years was used.

Expenses

Acquisition Costs

Commissions	3% of gross premiums on average
Underwriting & Issue:	\$160 on average per certificate issued and taken
Sales & Marketing:	Average percent of premium by year:
	<u>Year 1</u> <u>Year 2+</u>
	48% 3%

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Maintenance Costs

Certificate Admin:	\$40 per certificate per year plus 4% of collected premium per year
Claims Admin :	3.5% of paid claims
Premium Tax:	2.5% of collected premiums

Underwriting

Underwriting may be performed on prospective insureds by means of questions, including medical questions. Several underwriting methods may be used. These include Guaranteed Issue, Simplified Issue (by answering a short list of questions), and Full Underwriting (by answering a longer list of questions).

Premium Classes

Premium rates vary based upon the age of the insured at issue and the particular benefit variations selected.

Issue Age Range

The minimum issue age is 18. There is no upper age limit.

Area Factors

Area factors are not used.

Claim Liability and Reserve

The claim reserve is equal to the present value of the future benefits for claims incurred prior to the valuation date. The valuation interest rate is equal to the whole life valuation rate in effect on the date the claim was incurred. Claim termination rates are based on recent internal experience studies. The maximum allowable valuation interest rate in 2009 is 4%.

Active Life Reserve

The active life reserve is equal to the present value of future incurred benefits minus the present value of future valuation premiums. The valuation premium is calculated using a One-Year Full Preliminary Term Methodology.

The valuation interest rate is equal to the whole life valuation interest rate in effect on the date the certificate was issued.

The voluntary lapse rates are those used in pricing subject to the following modifications:

- The year 1 lapse rate is equal to the minimum of 6% and 80% of the pricing lapse rate for year 1.
- The years 2-4 lapse rates are equal to the minimum of 4% and 80% of the pricing lapse rates for years 2-4.
- The lapse rates for years 5+ are equal to the minimum of 2% and the pricing lapse rates for years 5+.

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The mortality table used for valuation is the 94GAM table.

The claim incidence rates used in valuation are the claim incidence rates used in pricing. No morbidity improvement is assumed.

The claim termination rates used in valuation are equal to those used in pricing.

Trend Assumptions

The assumed long-term inflation rate for Qualified Long-Term Care Services varies based upon the inflation options the insured chose. For the 5% inflation option coverage, the assumed inflation rate was 5%.

Distribution of Business

Expected distributions of business are shown below.

Issue Age	Distribution
35	15%
45	33%
55	32%
62	13%
67	4%
72	3%

Benefit Period	Comprehensive	Facilities Only
3 years	21%	12%
5 years	73%	88%
10+ years	6%	0%

Inflation Feature	Distribution
Optional	90%
Automatic	10%

Elimination	Distribution
90 Service days	100%

Gender	Distribution
Male	45%
Female	55%

AL% / HC%*	Comprehensive	Facilities Only
50% / 50%	15%	-
60% / 60%	40%	-
100% / 50%	35%	-
100% / 100%	10%	-
0% / 50%	-	13%
0% / 60%	-	73%
0% / 100%	-	14%

*AL% denotes the coverage of Assisted Living benefit as a percentage of daily Nursing Home benefit.

HC% denotes the coverage of Home Care benefit as a percentage of daily Nursing Home benefit.

Average Premium

Average annual premium based on the distribution of business shown above and \$120 average daily benefit amount is \$868 for certificates with Comprehensive coverage; average annual premium is \$743 for certificates with Facilities Only coverage.

Minimum Required Loss Ratio

Not applicable.

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Anticipated Loss Ratio

The anticipated loss ratio based on the distributions of business shown above exceeds 70% calculated at the valuation rate of 4% as shown in Exhibits A-1 and A-2.

Contingency and Risk Margins

Premiums produce the Company's minimum target return on allocated capital based on pricing assumptions, which include margins for moderately adverse experience.

History of Rate Adjustments

There have been no rate adjustments on group inforce policies. This filing is for a new rate schedule for new group policies issued on subject group policy forms.

Proposed Effective Date

The proposed rates are being filed on a nationwide basis and will be marketed to eligible members of new group policies issued after approval in your state.

Actuarial Certification

I, Shen C. Wu, FSA, MAAA, am a member of the American Academy of Actuaries. I meet the Academy's qualification standards for rendering this opinion and am familiar with the requirements for filing long-term care insurance premiums.

In my opinion the initial premium rate schedule is sufficient to cover anticipated costs under moderately adverse experience and the premium rate schedule is reasonably expected to be sustainable over the life of the form with no future premium increases anticipated. Moderately adverse experience is interpreted as situations where actual experience emerges less favorably compared to the pricing assumptions in such a way that 5% of gross premiums is likely to cover the cost of the adverse experience. The following are examples of such situations:

- morbidity is 5% higher than expected,
- lapse rates are 25 bps lower than expected,
- mortality is 10% lower than expected, or
- investment return is 25 bps lower than expected.

I have reviewed and taken into consideration the policy design and coverage provided.

I have reviewed and taken into consideration the company's current underwriting and claims adjudication processes.

A complete description of the basis for the contract reserves held under this policy form is attached.

The assumptions used for reserves contain reasonable margins for moderately adverse experience.

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The net valuation premium for renewal years does not increase.

The difference between the gross premium and the net valuation premium for renewal years is sufficient to cover the expected renewal expenses. In making this determination, the net valuation premium was determined using the sex distinct 1994 GAM mortality table.

The premium rates are reasonable in relation to the benefits provided by this plan. To the best of my knowledge, the filing of this policy is in compliance with the applicable laws and regulations of the state.



Shen C. Wu, FSA, MAAA
Vice President and Actuary
April 28, 2009

Attachment 2
Metropolitan Life Insurance Company
Nationwide Experience Projections (Premium Normalized to Include Prior Authorized Increases)
Actual to Expected Ratios

Calendar Year	Actual / Projected Experience			Expected Pricing Experience			G = C / F Actual to Expected Ratio	Accumulative Loss Ratio as of 12/31/2016		
	A Earned Premium	B Incurred Claims	C = B / A Loss Ratio	D Earned Premium	E Incurred Claims	F = E / D Loss Ratio		H Actual/Projected at 4.48% (on C)	I Expected at 6% (on F)	J = H / I Actual to Expected Ratio
1989	73,628	0	0.0%	73,628	4,059	5.5%	0.00	0.0%	5.5%	0.00
1990	3,281,031	98,298	3.0%	3,807,655	216,296	5.7%	0.53	2.9%	5.7%	0.52
1991	8,446,049	141,991	1.7%	7,683,269	666,928	8.7%	0.19	2.0%	7.6%	0.27
1992	13,598,511	1,314,961	9.7%	18,718,437	1,706,284	9.1%	1.06	6.0%	8.5%	0.71
1993	24,843,861	1,901,554	7.7%	32,104,027	3,521,067	11.0%	0.70	6.8%	9.7%	0.70
1994	29,634,022	2,507,891	8.5%	34,074,712	5,433,990	15.9%	0.53	7.4%	11.8%	0.63
1995	33,414,001	3,483,826	10.4%	39,465,131	7,622,421	19.3%	0.54	8.2%	13.8%	0.60
1996	37,092,478	6,246,088	16.8%	42,888,890	10,094,637	23.5%	0.72	10.2%	15.9%	0.64
1997	43,477,858	3,365,042	7.7%	44,748,580	12,850,388	28.7%	0.27	9.7%	18.1%	0.53
1998	46,099,529	7,686,761	16.7%	47,715,767	15,756,602	33.0%	0.50	10.9%	20.3%	0.54
1999	51,166,650	20,013,602	39.1%	53,232,143	18,510,437	34.8%	1.12	15.2%	23.3%	0.66
2000	60,983,193	16,688,529	27.4%	57,842,719	21,539,542	37.2%	0.75	17.1%	24.1%	0.71
2001	73,169,236	24,368,653	33.3%	66,117,221	24,985,874	37.8%	0.88	19.4%	25.7%	0.76
2002	85,648,878	26,303,178	30.7%	78,572,500	28,902,166	36.8%	0.83	21.0%	27.0%	0.78
2003	94,239,005	29,693,806	31.5%	81,785,675	33,091,314	40.5%	0.78	22.4%	28.3%	0.79
2004	103,710,483	30,113,307	29.0%	89,122,440	37,738,647	42.3%	0.69	23.2%	29.7%	0.78
2005	117,819,446	36,639,628	31.1%	97,666,593	42,689,262	43.7%	0.71	24.1%	30.9%	0.78
2006	133,400,323	38,884,572	29.1%	101,629,249	48,003,398	47.2%	0.62	24.6%	32.2%	0.76
2007	144,483,000	49,853,468	34.5%	103,822,614	53,478,706	51.5%	0.67	25.7%	33.6%	0.76
2008	149,167,208	58,931,606	39.5%	101,041,409	58,225,157	57.6%	0.69	26.9%	35.1%	0.77
2009	151,457,785	55,294,428	36.5%	99,919,094	62,955,764	63.0%	0.58	27.7%	36.6%	0.76
2010	152,813,347	54,102,781	35.4%	94,356,835	67,470,401	71.5%	0.50	28.3%	38.2%	0.74
2011	152,690,960	61,442,296	40.2%	88,951,368	71,101,376	79.9%	0.50	29.1%	39.9%	0.73
2012	146,652,121	70,717,715	48.2%	82,677,108	74,245,277	89.8%	0.54	30.2%	41.6%	0.73
2013	139,912,125	72,452,804	51.8%	76,571,081	76,986,309	100.5%	0.52	31.3%	43.3%	0.72
2014	136,547,767	78,623,264	57.6%	70,340,727	79,064,251	112.4%	0.51	32.4%	44.9%	0.72
2015	133,966,460	99,949,302	74.6%	64,483,959	80,742,694	125.2%	0.60	34.1%	46.6%	0.73
2016	133,423,864	105,729,276	79.2%	58,984,121	81,878,379	138.8%	0.57	35.8%	48.2%	0.74
2017	130,919,259	104,277,041	79.6%	53,833,829	82,459,001	153.2%	0.52	37.2%	49.7%	0.75
2018	125,354,726	112,987,327	90.1%	49,017,111	82,853,848	169.0%	0.53	38.8%	51.2%	0.76
2019	119,948,254	122,379,150	102.0%	44,527,764	83,090,267	186.6%	0.55	40.4%	52.6%	0.77
2020	114,850,445	132,239,635	115.3%	40,357,113	82,859,368	205.3%	0.56	42.2%	54.0%	0.78
2021	109,426,782	142,522,641	130.2%	36,493,522	82,423,483	225.9%	0.58	44.1%	55.3%	0.80
2022	104,288,924	153,436,909	147.1%	32,923,968	81,807,627	248.5%	0.59	46.0%	56.5%	0.81
2023	99,221,914	164,847,870	166.1%	29,635,145	80,799,663	272.6%	0.61	48.0%	57.7%	0.83
2024	94,223,675	176,680,464	187.5%	26,617,744	79,652,462	299.2%	0.63	50.1%	58.8%	0.85
2025	89,252,669	188,807,425	211.5%	23,857,333	78,441,525	328.8%	0.64	52.3%	59.9%	0.87
2026	84,359,547	200,909,669	238.2%	21,339,646	76,970,119	360.7%	0.66	54.6%	60.8%	0.90
2027	79,510,967	212,871,602	267.7%	19,051,235	75,470,530	396.1%	0.68	56.9%	61.7%	0.92
2028	74,707,304	224,993,825	301.2%	16,972,452	74,024,116	436.1%	0.69	59.2%	62.6%	0.95
2029	70,018,205	237,213,106	338.8%	15,094,758	72,435,579	479.9%	0.71	61.6%	63.4%	0.97
2030	65,415,009	249,382,092	381.2%	13,401,084	70,864,983	528.8%	0.72	64.0%	64.1%	1.00
2031	60,893,348	261,185,183	428.9%	11,875,649	69,325,954	583.8%	0.73	66.5%	64.8%	1.03
2032	56,481,070	272,246,073	482.0%	10,504,863	67,633,276	643.8%	0.75	68.9%	65.5%	1.05
2033	52,183,674	282,437,283	541.2%	9,277,903	65,948,930	710.8%	0.76	71.4%	66.1%	1.08
2034	48,008,638	291,734,211	607.7%	8,177,979	64,275,463	786.0%	0.77	73.8%	66.6%	1.11
2035	43,990,383	299,724,611	681.3%	7,197,512	62,478,491	868.1%	0.78	76.3%	67.1%	1.14
2036	40,127,374	306,025,467	762.6%	6,322,212	60,679,679	959.8%	0.79	78.6%	67.6%	1.16
2037	36,422,839	310,585,662	852.7%	5,539,987	58,889,525	1063.0%	0.80	81.0%	68.0%	1.19
2038	32,933,165	313,364,864	951.5%	4,846,839	57,034,985	1176.7%	0.81	83.2%	68.4%	1.22
2039	29,637,167	314,135,972	1059.9%	4,226,236	55,174,977	1304.9%	0.81	85.4%	68.8%	1.24
2040	26,541,620	312,853,243	1178.7%	3,679,983	53,236,134	1446.6%	0.81	87.5%	69.1%	1.27
2041	23,655,266	309,650,205	1309.0%	3,196,497	51,155,404	1600.4%	0.82	89.5%	69.4%	1.29
2042	20,979,614	304,611,043	1451.9%	2,765,319	48,829,445	1765.8%	0.82	91.3%	69.7%	1.31
2043	18,513,305	297,830,327	1608.7%	2,387,630	46,288,609	1938.7%	0.83	93.1%	70.0%	1.33
2044	16,253,985	289,437,035	1780.7%	2,054,956	43,767,467	2129.8%	0.84	94.7%	70.2%	1.35
2045	14,197,285	279,566,014	1969.2%	1,763,129	41,219,868	2337.9%	0.84	96.3%	70.4%	1.37
2046	12,336,786	268,363,804	2175.3%	1,507,310	38,704,480	2567.8%	0.85	97.7%	70.6%	1.38
2047	10,663,807	256,042,545	2401.0%	1,285,561	36,232,095	2818.4%	0.85	99.0%	70.7%	1.40
2048	9,169,020	242,836,488	2648.4%	1,091,052	33,801,080	3098.0%	0.85	100.1%	70.8%	1.41
2049	7,841,923	228,897,488	2918.9%	922,742	31,346,742	3397.1%	0.86	101.2%	71.0%	1.43
2050	6,689,813	214,454,755	3215.3%	779,108	28,901,846	3709.6%	0.87	102.1%	71.1%	1.44
2051	5,642,935	199,758,666	3540.0%	653,868	26,398,942	4037.3%	0.88	103.0%	71.2%	1.45
2052	4,749,274	184,939,903	3894.1%	546,762	23,780,832	4349.4%	0.90	103.8%	71.2%	1.46
2053	3,975,738	170,160,917	4280.0%	455,904	21,290,225	4669.9%	0.92	104.4%	71.3%	1.46
2054	3,309,815	155,640,612	4702.4%	378,683	18,820,708	4970.0%	0.95	105.0%	71.4%	1.47
2055	2,740,769	141,517,213	5163.4%	313,840	16,367,357	5215.2%	0.99	105.5%	71.4%	1.48
2056	2,257,690	127,922,005	5666.1%	258,666	14,048,096	5431.0%	1.04	106.0%	71.4%	1.48
2057	1,850,144	114,977,194	6214.5%	213,471	11,892,297	5570.9%	1.12	106.3%	71.5%	1.49
2058	1,508,080	102,775,560	6815.0%	175,423	9,992,028	5696.0%	1.20	106.7%	71.5%	1.49
2059	1,222,517	91,341,313	7471.6%	144,137	8,281,466	5745.6%	1.30	106.9%	71.5%	1.50
2060	985,313	80,700,852	8190.4%	118,253	6,832,751	5778.1%	1.42	107.2%	71.5%	1.50
Past	2,400,312,218	966,548,627	39.9%	1,738,396,951	1,019,481,624	58.6%	0.68	35.8%	48.2%	0.74
Future	1,957,040,135	9,449,265,259	482.8%	515,786,173	2,276,781,724	441.4%	1.09	312.5%	307.7%	1.02
Lifetime	4,357,352,354	10,405,813,886	238.8%	2,254,183,124	3,296,263,348	146.2%	1.63	107.2%	72.0%	1.49

Attachment 3
Metropolitan Life Insurance Company
Nationwide and Virginia Waived Premium Amount
Group Policy Form: GPNP99-LTC, G.LTC2798

Year	Nationwide	Virginia
1991	\$ 64	\$ -
1992	\$ 1,174	\$ -
1993	\$ 8,687	\$ -
1994	\$ 8,660	\$ 312
1995	\$ 55,921	\$ 5,978
1996	\$ 105,601	\$ 9,308
1997	\$ 139,611	\$ 7,006
1998	\$ 175,260	\$ 7,351
1999	\$ 219,827	\$ 10,196
2000	\$ 296,063	\$ 10,669
2001	\$ 412,489	\$ 13,212
2002	\$ 506,512	\$ 15,316
2003	\$ 630,489	\$ 12,101
2004	\$ 704,967	\$ 9,866
2005	\$ 947,319	\$ 10,740
2006	\$ 1,318,991	\$ 12,055
2007	\$ 1,605,064	\$ 15,058
2008	\$ 2,026,711	\$ 16,621
2009	\$ 2,464,737	\$ 26,428
2010	\$ 2,788,262	\$ 42,292
2011	\$ 2,995,352	\$ 47,949
2012	\$ 3,286,659	\$ 51,494
2013	\$ 3,460,313	\$ 73,024
2014	\$ 3,372,840	\$ 102,023
2015	\$ 3,526,242	\$ 85,590
2016	\$ 3,595,255	\$ 57,115
2017	\$ 3,507,556	\$ 62,577

Attachment 4 - Schedule H

As reported in the Statutory Schedule H filing

Part 3 TEST OF PRIOR YEAR'S CLAIM RESERVES AND LIABILITIES

	Group LTC
1 Claims paid during the year:	2017
a. On claims incurred prior to current year adjusted for paid losses add pd losses	252,882,816
b. On claims incurred during the current year adjusted for paid losses subtract paid losses	23,445,233
c. Line a plus Line b	276,328,050
2 Claim reserve and liabilities current year:	
a. On claims incurred prior to current year	600,486,732
b. On claims incurred during the current year	306,436,630
c. Line a plus Line b	906,923,362
3 Test:	
a. Line 1a+2a	853,369,548
b. Claim reserves and liabilities, Dec. 31, prior year	809,563,274
c. Line a minus Line b	43,806,274

Attachment 4
Metropolitan Life Insurance Company
Actual-to-Expected Results - Lapse
Group Business

Lapse					
Policy Duration	Actual	Expected¹(Current)	Expected (Original)	A/E% (Current)	A/E% (Original)
1	294	240	183	122.4%	160.7%
2	322	271	268	119.0%	120.3%
3	501	496	509	101.1%	98.4%
4	1,001	574	715	174.5%	139.9%
5	1,448	702	998	206.3%	145.0%
6	1,286	834	1,531	154.1%	84.0%
7	1,534	1,186	2,143	129.4%	71.6%
8	1,958	1,059	2,323	185.0%	84.3%
9	1,472	1,150	2,474	128.0%	59.5%
10	2,236	1,444	3,022	154.8%	74.0%
11	1,819	1,133	2,814	160.5%	64.6%
12	1,109	1,173	2,785	94.5%	39.8%
13+	4,405	4,066	18,172	108.3%	24.2%

Attachment 4
Metropolitan Life Insurance Company
Actual-to-Expected Results - Mortality
Group Business

Mortality					
Policy Duration	Actual	Expected¹(Current)	Expected (Original)	A/E% (Current)	A/E% (Original)
1	791	930	1,412	85.0%	56.02%
2	966	1,111	1,700	87.0%	56.82%
3	1,098	1,237	1,909	88.8%	57.53%
4	1,160	1,368	2,127	84.8%	54.54%
5	1,294	1,509	2,360	85.8%	54.83%
6	1,317	1,659	2,609	79.4%	50.47%
7	1,437	1,823	2,882	78.8%	49.87%
8	1,365	1,722	2,727	79.3%	50.05%
9	1,430	1,750	2,786	81.7%	51.32%
10	1,349	1,738	2,777	77.6%	48.58%
11	1,349	1,637	2,628	82.4%	51.32%
12	1,243	1,552	2,500	80.1%	49.71%
13+	13,147	14,534	22,596	90.5%	58.18%

¹ Experience based on most recent five years only. The majority of the remaining policies are in their 13th duration or later, as a result, the results for duration 12 and before are no longer relevant.

Attachment 4
Metropolitan Life Insurance Company
Actual-to-Expected Results - Incidence
Group Business

Group												
Calendar Year	Female						Male					
	Facility Care			Home Care			Facility Care			Home Care		
	Actual Claims¹	Expected Claims²	A/E%	Actual Claims¹	Expected Claims²	A/E%	Actual Claims¹	Expected Claims²	A/E%	Actual Claims¹	Expected Claims²	A/E%
2007	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	75	77	98%
2008	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	113	89	126%
2009	N/A	N/A	N/A	115	118	98%	N/A	N/A	N/A	97	104	93%
2010	N/A	N/A	N/A	123	136	90%	N/A	N/A	N/A	103	119	87%
2011	N/A	N/A	N/A	134	149	90%	190	201	95%	113	129	88%
2012	N/A	N/A	N/A	150	153	98%	218	210	104%	137	130	106%
2013	365	344	106%	163	159	102%	217	224	97%	139	133	104%
2014	374	366	102%	161	171	94%	251	238	106%	154	142	109%
2015	377	389	97%	188	184	102%	268	252	106%	148	150	99%
Total	1,116	1,099	102%	1,034	1,071	97%	1,144	1,125	102%	1,079	1,072	101%

¹ Based on actual experience through 6/30/2016 including adjustments for incurred but not reported claims.

² The expected claims are based on current best estimate assumptions.

Attachment 4
Metropolitan Life Insurance Company
Actual-to-Expected Results - Claim Termination
Group Business

Claim Duration (Months)	Non AARP-Pru Block						
	Actual Deaths	Expected Deaths ¹	Actual Recoveries	Expected Recoveries ¹	Deaths A/E%	Recoveries A/E%	Total A/E%
1	774	482	59	75	160%	78%	149%
2	703	1,197	156	233	59%	67%	60%
3	746	1,036	218	222	72%	98%	77%
4	834	1,139	294	252	73%	116%	81%
5	831	934	262	206	89%	127%	96%
6	726	816	196	179	89%	110%	93%
7	623	676	174	148	92%	118%	97%
8	561	582	131	122	96%	107%	98%
9	546	510	104	103	107%	101%	106%
10	465	459	114	88	101%	130%	106%
11	443	423	73	76	105%	96%	103%
12	469	397	80	67	118%	119%	118%
13+	11,666	10,750	1,254	1,365	109%	92%	107%
Total	19,387	19,402	3,115	3,137	100%	99%	100%

¹ The expected deaths and recoveries are based on current best estimate assumptions.

Metropolitan Life Insurance Company
1300 Hall Boulevard, Bloomfield, CT 06002
Tel: 860-768-0331
Email: mark.newton@metlife.com



Mark D. Newton, FSA, MAAA

November 16, 2018

Mr. Bill Dismore
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157

Re: SERFF/STATE Tracking #: META-130649719
Company Tracking #: CT14-76 (PRE-RATE) (RESUB1) RW

Dear Mr. Bill Dismore:

Thank you for your response dated November 6, 2018. Here are the answers to your questions:

Objection 1

Comments: There is a conflict in the following two statements from the Actuarial Memorandum. On page 1, it states: In accordance with Virginia requirements, this premium rate schedule increase will only apply to certificates issued before October 1, 2003, the effective date of the rate stabilization rule for this state. Then on page 2, it states: In accordance with Virginia requirements, this premium rate schedule increase will only apply to certificates issued under group policies effective before October 1, 2003, the effective date of the rate stabilization rule for this state. The second statement is in accordance with the Bureaus position on how to determine proper application of pre/post-stability rules for group contracts based on the policy effective date rather than the certificate effective date. Please confirm that this is the method which the Company used to subdivide the business. Please also revise the Memorandum to modify the incorrect statement on page 1.

MetLife Response: We confirm that this premium rate schedule increase will only apply to certificates issued under group policies effective before October 1, 2003, the effective date of the rate stabilization rule for this state. The Actuarial Memorandum has been revised and attached with this response.

Sincerely,

A handwritten signature in black ink that reads 'Mark D. Newton' in a cursive, flowing script.

Mark D. Newton, FSA, MAAA
Actuarial Director, Metropolitan Life Insurance Company



Metropolitan Life Insurance Company
Long-Term Care
PO Box 990028, Hartford, CT 06199-0028]

March 25, 2020

John Doe
123 Main Avenue
Fairfax, VA 02567

Group Name: ABC Employer Group
Group No.: 25679

Re: Notice of Long-Term Care Insurance Premium Increase

Dear John Doe:

When you purchased your long-term care insurance certificate from Metropolitan Life Insurance Company ("MetLife"), you made a responsible decision to protect yourself and your family from the potential cost of needing long term care, which can be significant. Part of our commitment to you as our customer is to pay future benefits under your policy in the event you become eligible to receive them, and that the policies are priced at an appropriate level.

This letter is to inform you that we are implementing a 45% premium (contribution) increase on your long-term care insurance certificate scheduled to take place on September 1, 2020, ("Effective Date of Increase"). Please read below for information about your current and increased premium amounts, as well as options that may be available to you to lessen the impact of the rate increase. **If you choose to maintain your current coverage at the increased premium, you need not take any action at this time.**

The increase impacts a broad group of certificateholders and is not based on any individual's personal factors such as age, health status or claims history. We understand how important your long-term care insurance coverage is to your personal financial plan. The decision to implement a premium increase was a difficult one and not taken lightly and was driven by changes to actuarial assumptions since the initial pricing. Over time, our pricing factors turned out to be much different from those used to price these policies. Some of these factors include persistency (how many policyholders keep their policies), morbidity (the number of policyholders who become chronically ill) and mortality (how long policyholders live). As a result, actuarial pricing assumptions were changed to reflect new expectations such as a larger number of claims and claims that lasted longer than initially expected.

The rate increase request was reviewed by the Virginia State Corporation Commission and was found to be compliant with applicable Virginia laws and regulations addressing long-term care insurance. All premium rate filings are available for public inspection and may be accessed online through the Virginia State Corporation Commission's webpage at www.scc.virginia.gov/BOL.

It is important that you be aware that, as explained in the Guaranteed Renewability statement in your certificate, and subject to any applicable regulatory approval, **WE RESERVE THE RIGHT**

PH-LTR-GRP-VA

TO INCREASE RATES IN THE FUTURE, SUBJECT TO APPLICABLE LAW. In the event of future rate increases, similar options may be available; however, decreases in coverage can be made at any time, per the provisions of your certificate.

Your current and increased premium amounts

Current Premium Amount	Increased Premium Amount beginning on the EFFECTIVE DATE OF INCREASE
\$100.00/monthly	\$145.00/monthly

Options to consider

- 1. Continue your current coverage by paying the increased premium amount when due**
No action is required by you.

- 2. Reduce your coverage**

We are providing you with an opportunity to modify your coverage to reduce the impact of the increased premium:

Reduce your Nursing Home Daily Benefit Amount from \$200.00 to \$150.00. This will bring you to a revised premium of \$110.00/monthly. Please be aware that reducing your Nursing Home Daily Benefit will impact your Total Lifetime Benefit as well as the level of benefits you are eligible to receive for other services covered under your certificate, such as Home Care and Care in an Assisted Living Facility.

If you wish to discuss other possible coverage decrease options, please call our customer service team at 1-800-438-6388. Please note that all options available to the policyholder may not be of equal value.

- 3. End your coverage**

If your coverage lapses due to cancellation or nonpayment of premium at any time between the date of this letter and 120 days from the effective date of the rate increase, you will be issued a Limited Coverage Upon Lapse Following Premium Increase Endorsement ("LCUL"), which provides limited coverage as described below. *(Please note that this limited coverage does not provide the same level of coverage you currently have.)* Under LCUL, your Total Lifetime Benefit will be the greater of: the sum of all premiums paid and waived prior to lapse **or** 30 times the Nursing Home Daily Benefit Amount in effect immediately prior to your date of lapse. However, please note that the reduced Total Lifetime Benefit payable under LCUL will not exceed the remaining Total Lifetime Benefit in effect immediately prior to your date of lapse. Once LCUL goes into effect, your certificate will be considered "paid-up" with no further premiums due, and you will no longer receive increases under any inflation option.

Note: For certificateholders who are eligible for, and meet the requirements for payment of, benefits under the Contingent Benefit Upon Lapse Nonforfeiture Feature ("CBUL") as a result of this rate increase, we will instead provide coverage under LCUL, which provides a benefit that is equal to the benefit payable under CBUL. We will not pay benefits under both CBUL and LCUL.

You may call the customer service team at 1-800-438-6388 between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time, Monday through Friday, to discuss your options in more detail.

Next Steps

We have enclosed information to help you with this process.

- If you choose to maintain your current coverage at the increased premium, you do not need to take any action at this time. Simply pay your increased premium when it becomes due.


If you choose to decrease or cancel your coverage, please complete the enclosed Coverage Change / Cancellation Form and return it in the enclosed postage-paid envelope. If you are making a coverage change, we will need to receive your completed form by [Coverage Change Receipt Date] to ensure that any coverage changes take effect on the Effective Date of Increase. Please be advised that under the terms of your certificate, you may make decreases to your coverage at any time. No response is required if you are not making any changes.

Please note that all options available to the certificateholder may not be of equal value.

- While you are entitled to receive limited coverage under LCUL if your coverage lapses due to cancellation or nonpayment of premium at any time between the date of this letter and 120 days from the effective date of the rate increase, we will still need to receive your completed Coverage Change / Cancellation Form by May 25, 2020 if you wish to ensure that your cancellation is processed before the Effective Date of Increase.

Please note that any changes in your coverage that cause your premium to increase that take effect between now and the Effective Date of Increase will be calculated at the **increased** rates. Prior to being billed for a rate increase, you will receive a confirmation of your new premium in a separate mailing and have a right to request this premium rate schedule at any time. We want to thank you for choosing to plan for your future long-term care insurance needs.

Sincerely,



Thomas G. Reilly
Assistant Vice President, Product Management & Compliance

Encl: Coverage Change / Cancellation Form
Business Reply Envelope

Metropolitan Life Insurance Company
1300 Hall Boulevard
Bloomfield, CT 06002



Gina Jisonna
Manager, Product Development

July 26, 2019

Mr. Bill Dismore
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157

Re: SERFF/STATE Tracking #: META-130649719
Company Tracking #: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Dear Mr. Dismore:

This is in response to the Bureau's letter dated July 25, 2019:

Objection 1

- VA Group Cert Letter 45_revised 122718, PH-LTR-GRP-VA (Form)

Comments: Second Paragraph

We have concerns that the flowing statement may be misleading:

*Please note that we requested a 45% increase on your certificate and received authority from the Virginia insurance regulator to implement the [45%] increase on your certificate. Rather than state that the approved rate increase was authorized, we suggest that the statement clarify that the Bureaus review indicated that the percentage increase was the amount actuarially justified under Virginias regulatory requirements. **MetLife Response:** Please find included a revised letter, revised per the Bureau's suggestion.*

Objection 2

- VA Group Cert Letter 45_revised 122718, PH-LTR-GRP-VA (Form)

*Comments: Please advise if the company address and telephone numbers are intended to be variable fields. If so, the fields should be bracketed and a description of how the fields are subject to change should be added to the Statement of Variability (SOV). **MetLife Response:** The company address and telephone numbers are not intended to be variable fields.*

Objection 3

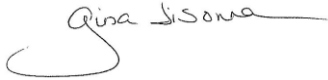
- EOVS_INSURED Letter_for VA GROUP_12-12-18 (Supporting Document)

*Comments: 1. The SOV refers to Reduce Your Coverage on the first page. Please advise if this section refers to Options To Consider at the bottom of the second page of the letter. If so, the references should align. **MetLife Response:** Page 2 has been added so that it is clear that this refers to Reduce Your Coverage.*

2. Please note that the hours of operation are bracketed for variability. As such, the SOV should explain how the text is subject to change. **MetLife Response:** *SOV has been revised.*

Thank you for your timely response and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Gina Jisonna". The signature is fluid and cursive, with a large, sweeping initial "G".

Gina Jisonna
Manager, Product Development

Metropolitan Life Insurance Company
1300 Hall Boulevard, Bloomfield, CT 06002
Email: bbigelow@metlife.com



William P. Bigelow, FSA, MAAA

October 9, 2019
Mr. Bill Dismore
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157

Re: Active Life Reserves Exclusion from Incurred Claims for Pre-Rate Stability Policies

Dear Mr. Dismore:

Following up on our call earlier in July, we are providing the results demonstrating the lifetime loss ratio by removing the policy reserves (i.e. Active Life Reserve “ALR”) from the incurred claims.

In this submission, we are including the results for all the policy forms or certificates that MetLife has filed with your Department that are still under your review. The products included are as follow:

Policy Form / Certificate No. ¹	SERFF #	Submission Date	Attachment
1LTC-97-VA 2LTC-97-VA	META-131864567	March 2019	A-1
LTC-FAC-VA LTC-VAL-VA LTC-IDEAL-VA LTC-PREM-VA	META-130643279	July 2016	A-2
GPNP99-LTC and certificates issued thereunder G.LTC2798 and certificates issued thereunder	META-130649719	July 2016	A-3
TCL-LTC.04 (VA)	META-130630165 META-130630105	June 2016	A-4

As discussed on the call, we do not agree with deducting the ALR from the expected life-time claims in the loss-ratio determination because the policy reserve is a pre-funding of future claims and has no meaningful impact on the final claims pay-out. Furthermore, the reserve that MetLife is holding includes significant amount of conservatism due to the requirements of the state of New York, the company’s domicile state. However, we have agreed to provide the

¹ Includes only policies issued before Virginia Rate Stability Regulation adoption date of October 1, 2003. For the Group business, this includes all group policies that became effective before October 1, 2003 without regards to the individual certificate’s issue date.

demonstration by estimating the ALR that is based on the original pricing assumptions, and therefore, remove all additional reserve requirements under New York State Regulation.

If you have any questions regarding these results, please reach out to us. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "William P. Bigelow". The signature is fluid and cursive, with a horizontal line drawn underneath it.

William P. Bigelow, FSA, MAAA
Vice President and Actuary, Metropolitan Life Insurance Company

Attachment A-1
Metropolitan Life Insurance Company
Anticipated Loss Ratio Calculation
Policy Forms: 1LTC97 and 2LTC97
Policies Issued Before October 1, 2003

Virginia Experience

Before 88.98% Requested Increase		
1	Present Value of Incurred Claims:	72,645,686
2	Active Life Reserves:	14,669,918
3	Present Value of Premium:	53,289,334
Anticipated Loss Ratio = (1 - 2) / 3:		108.8%

After 88.98% Requested Increase		
1	Present Value of Incurred Claims:	69,801,275
2	Active Life Reserves:	14,669,918
3	Present Value of Premium:	60,357,558
Anticipated Loss Ratio = (1 - 2) / 3:		91.3%

NOTE: Present value is calculated as of December 31, 2017 based on the weighted average of maximum valuation interest rate of 4.50%.

Attachment A-2
Metropolitan Life Insurance Company
Anticipated Loss Ratio Calculation
Policy Forms: LTC-FAC, LTC- VAL, LTC-IDEAL and LTC- PREM
Policies Issued Before October 1, 2003

Virginia Experience

Before 59.15% Requested Increase		
1	Present Value of Future Claims:	28,283,383
2	Active Life Reserves:	7,322,204
3	Present Value of Future Premium:	24,345,760
Anticipated Loss Ratio = (1 - 2) / 3:		86.1%

After 59.15% Requested Increase		
1	Present Value of Future Claims:	26,965,486
2	Active Life Reserves:	7,322,204
3	Present Value of Future Premium:	27,032,765
Anticipated Loss Ratio = (1 - 2) / 3:		72.7%

NOTE: Present value is calculated as of December 31, 2017 based on the weighted average of maximum valuation interest rate of 4.48%.

Attachment A-3
Metropolitan Life Insurance Company
Anticipated Loss Ratio Calculation
Group Policy: GPNP99-LTC and G.LTC2798
Group Policy Effective Dates Before October 1, 2003

Virginia Experience

Before 45% Requested Increase		
1	Present Value of Future Claims:	44,180,542
2	Active Life Reserves:	6,284,769
3	Present Value of Future Premium:	45,251,779
Anticipated Loss Ratio = (1 - 2) / 3:		83.7%

After 45% Requested Increase		
1	Present Value of Future Claims:	43,615,915
2	Active Life Reserves:	6,284,769
3	Present Value of Future Premium:	49,003,353
Anticipated Loss Ratio = (1 - 2) / 3:		76.2%

NOTE: Present value is calculated as of December 31, 2017 based on the weighted average of maximum valuation interest rate of 4.47%.

Attachment A-4
Metropolitan Life Insurance Company
Anticipated Loss Ratio Calculation
Policy Forms: LTC.04
Policies Issued Before October 1, 2003

Virginia Experience

Before 73% Requested Increase		
1	Present Value of Incurred Claims:	12,672,444
2	Active Life Reserves:	3,447,657
3	Present Value of Premium:	10,381,825
Anticipated Loss Ratio = (1 - 2) / 3:		88.9%

After 73% Requested Increase		
1	Present Value of Incurred Claims:	12,505,191
2	Active Life Reserves:	3,447,657
3	Present Value of Premium:	11,678,992
Anticipated Loss Ratio = (1 - 2) / 3:		77.6%

NOTE: Present value is calculated as of December 31, 2017 based on the weighted average of maximum valuation interest rate of 4.50%.

Metropolitan Life Insurance Company
1300 Hall Boulevard
Bloomfield, CT 06002



Gina Jisonna
Manager, Product Development

November 19, 2019

Mr. Bill Dismore
Virginia Bureau of Insurance
P.O. Box 1157
Richmond, Virginia 23218-1157

Re: SERFF/STATE Tracking #: META-130649719
Company Tracking #: G.LCUL/CT14-76 (PRE-RATE) (resub1) RW

Dear Mr. Dismore:

Thank you for your response dated November 15, 2019. Here are the answers to your questions:

Objection 1

- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: 1. Under "Options to consider", the end of the first sentence refers to MetLife's Long-Term Care Inforce Rate Increase History, which has been removed from the letter. Please revise this sentence.

Response: This sentence has been removed.

2. Under "Options to consider", 1. A2., the customer service phone number should be variable as it is in other sections of the letter. Please revise and update the E.O.V.

Response: The customer service # is now variable; the EO.V has been revised.

3. Under "Options to consider", B. 2., the last sentence asks the policyholder to review the "...current cost of long-term care in your area, which is enclosed with this letter." This statement is also included under "Next Steps" in the second sentence. The current cost of long-term care enclosure is not listed as an enclosure on the last page of the letter below the signature block. Please revise or explain how this enclosure is provided to the policyholder.

Response: Apologies for the oversight. We no longer include the cost of care in the policyholder letter. The reference text has been removed from the letter.

4. Please consider making "Enclosures" a variable item and adding the variability options to the E.O.V.

Response: Enclosures is now a variable item and the EO.V has been revised.

5. In the last paragraph of the letter, above "Sincerely" please clarify if the company intends to charge the new premium rate to the policyholder for any change in coverage implemented prior to the rate increase effective date. If this statement is to remain in the letter, please provide examples of how the company intends to apply a new premium charge using the new rates prior to the new rate implementation date.

Response: Rate increases are not applied to coverage changes that are requested by an insured and effective prior to the approved rate increase implementation date. The letter's intention is to state that if an insured requests a coverage change that is to be effective after the approved rate implementation date but before that particular insured's rate action effective date, then the rate increase will be applied to that coverage increase. No rate increases are applied before an approved implementation date.

Objection 2

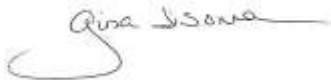
- VA Group Cert Letter 45_FINAL 1-2019-NEEDS LD, PH-LTR-GRP-VA (Form)

Comments: The letter still contains highlighted areas on page one in the "Date of Letter" and name and address fields. Please place a clean copy of the form in the Form Schedule.

Response: All highlighted areas have been revised and a clean copy is included with this response.

Thank you for your timely response and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gina Jisonna", with a stylized flourish at the end.

Gina Jisonna

Manager, Product Development