# MetLife Promise Whole Life Portfolio

# MetLife



# Producer Guide

MetLife Promise Whole Life 120<sup>SM</sup>
MetLife Promise Whole Life 120<sup>SM</sup>
MetLife Promise Whole Life Select 10<sup>SM</sup>
MetLife Promise Whole Life Select 20<sup>SM</sup>
MetLife Promise Whole Life Select 65<sup>SM</sup>





MetLife understands your business. We respect your entrepreneurial spirit as you help guide clients toward financial freedom. We want to be your partner of choice as you grow your business the only way that matters, *your way*.

### **Table of Contents**

#### **POLICY OVERVIEW**

÷	General Description
	Availability
	Policy Date/Issue Date
	Term Conversions
	Risk Classes/Issue Ages
	Face Amounts
	Death Benefit Proceeds
	Premium Modes
	Modal Premiums
	Premium Types3-4
	Dividends
	Withdrawals 4
	Policy Loans
	Accelerated Premium Option
	Automatic Premium Loans
	Lapse Processing — Nonforfeiture
	Policy Surrender
	Lapse Processing
i	Policy Maturity6

#### **RIDERS**

The Enricher*
Flex Term Rider (FTR)
Disability Waiver of Premiums Benefit (DW) 10
Applicant's Waiver of Premiums Benefit (AWB) 11
Acceleration of Death Benefit Rider (ADBR) 11-12
Accidental Death Benefit (ADB)
Children's Term Insurance Rider (CTIR)12–13
Guaranteed Issue Rider (GIR)
Enhanced Care Benefit (ECB)
Long Term Care Acceleration of Death Benefit Rider (LTC ADBR)

The MetLife Promise Whole Life products have similar policy forms. Assume the information presented in this guide applies to all products unless differences are identified.

Financial professionals must be licensed to sell life insurance, and also to sell accident/sickness/health insurance, as required by the states in which policies will be issued. They must be certified to sell long-term care insurance if so required by that state, and must be current on all necessary continuing education requirements.

### **Policy Overview**

#### **GENERAL DESCRIPTION**

### MetLife Promise Whole Life Product Portfolio

The MetLife Promise Whole Life (PWL) product portfolio consists of five single-life, permanent insurance products issued by Metropolitan Life Insurance Company in New York and by MetLife Insurance Company USA (together, the "company") elsewhere, with various premium paying durations, designed to provide lifetime protection together with living benefits. Utilizing guaranteed death benefits, cash values and level premiums, these products offer the possibility of supplemental income via loans and withdrawals, and estate liquidity and business continuation planning solutions. Optional riders are available to customize the policy to your client's needs.

#### **Products:**

- MetLife Promise Whole Life (PWL)
- MetLife Promise Whole Life 120 (PWL 120)
- MetLife Promise Whole Life Select 10 (PWL 10)
- MetLife Promise Whole Life Select 20 (PWL 20)
- MetLife Promise Whole Life Select 65 (PWL 65)

All of the PWL products are participating, offering the opportunity to receive dividends. Although dividends are not guaranteed, they can be used to increase the cash value and death benefit of the policy over time. Additionally, these products have guaranteed cash value as long as clients pay their premiums when due. Our PWL products can provide clients with cash value accumulation while still protecting them and their loved ones along the way. Offering tax-deferred growth and tax-favored distributions, coupled with a death benefit which is generally free of federal income taxes, this product may be an appealing solution for supplemental income, as well as an efficient means of wealth transfer.

Whole Life products are different from Universal Life and Variable Universal Life products in a number of ways. Policy charges are bundled and details are not broken out as they would be for a Universal Life or Variable Universal Life policy. Additionally, whole life has a guaranteed premium (premiums are not guaranteed to be level if the policy has a long-term care rider on it), guaranteed cash value and guaranteed death benefit; it is typically designed to endow on a guaranteed cash value basis at maturity and also has the potential for dividend payments. For the base policy, there is limited flexibility in

premium payment although premium payment flexibility can be obtained through the use of riders and/or potential dividend payments. With regard to death benefits, the same applies. Riders and potential dividend payments may increase the death benefit from its level starting point.

#### **Policy Features:**

- Guaranteed cash value
- Guaranteed level premiums
- Guaranteed death benefit
- Guaranteed level premium durations: 10 years,
   20 years, to age 65, to age 100 and to age 120 of the Insured
- Guaranteed paid-up limited pays: additional guaranteed level premium durations are available using The Enricher (see The Enricher, page 7–8)
- Potential for premium offset (see Dividends, page 4)
- Potential for tax-favored distributions

#### **AVAILABILITY**

All five PWL products are available on a fully underwritten basis. They are also available utilizing unisex rates and, without riders, in the qualified retirement plan market. Please check the current state availability list for the latest approval status of the policy riders.

#### POLICY DATE/ISSUE DATE

The Policy Date is used to determine the insurance age and to measure policy years, policy months and anniversaries. It may differ from the date when the policy was actually issued. The Issue Date is the actual date the policy is processed for issue and it cannot be prior to the state approval date. Issue date is used to measure suicide exclusion and incontestability periods.

#### **TERM CONVERSIONS**

Term conversions to the PWL products are allowed within individual product age and face amount limits. Additional benefits and riders may be added to the new policy issued as a result of the term conversion with company approval and may be subject to underwriting. Conversions from MetLife group term policies to the PWL products are not permitted, however Whole Life 2008 is available for these conversions.

<sup>&</sup>lt;sup>1</sup> Premiums are not guaranteed to be level if the policy has a long-term care rider on it.

The issue age for the Insured is based on the Insured's "age nearest birthday" (ANB), the birthday nearest to the Policy Date. Backdating the policy date to conserve age is allowed according to normal state guidelines, but can be no more than 180 days (state variations may apply) from the application signature date. The following risk classes and issue ages are available:

Risk Class	Issue Ages			
	PWL /PWL 120	PWL Select 10	PWL Select 20	PWL Select 65
Elite Nonsmoker*	18–80	18–75	18–70	18–55
Preferred Nonsmoker and Smoker**	18–80	18–75	18–70	18–55
Standard Nonsmoker and Smoker	18–85	18–75	18–70	18–55
Table B through P <sup>2</sup> Nonsmoker and Smoker	18–80**	18–75	18–70	18–55
Juvenile	0-17	0–17	0–17	0-17
Juvenile Substandard	15–17	15–17	15–17	15–17

<sup>\*</sup> Elite requires a \$250,000 minimum face

Permanent and temporary flat extras, or combinations of the two, are allowed on all risk classes and ages 15 and older only, except Elite, with the maximum flat extra being \$40 per \$1,000 (\$10 per \$1,000 ages 81–85).

#### **FACE AMOUNTS**

#### Minimum:

Product	Risk Class	Face Amount
PWL	Elite Nonsmoker Preferred Other	\$250,000 \$100,000 \$10,000 (\$5,000 for ages 60 and above) <sup>3</sup>
PWL 120	20 Elite Nonsmoker \$250,00 Preferred \$100,00 Other \$100,00	
PWL Select 10, 20, 65	Elite Nonsmoker Preferred Other	\$250,000 \$100,000 \$100,000

#### Maximum:

Subject to normal underwriting guidelines.

#### Face Amount Banding

Band	PWL	PWL 120	PWL Select 10, 20 and 65
1	\$10,000— \$49,999	-	-
2	\$50,000— \$99,999	-	-
3	\$100,000 —	\$100,000—	\$100,000—
	\$249,999	\$249,999	\$249,999
4	\$250,000—	\$250,000—	\$250,000—
	\$499,999	\$499,999	\$499,999
5	\$500,000—	\$500,000—	\$500,000—
	\$999,999	\$999,999	\$999,999
6	\$1,000,000—	\$1,000,000—	\$1,000,000 and
	\$19,999,999	\$19,999,999	above
7	\$20,000,000 and above <sup>3</sup>	\$20,000,000 and above <sup>4</sup>	-

Year	Additional Dividend		
1	40% of base annual premium		
2	25% of base annual premium		
3	15% of base annual premium		

For policies with base policy amounts of insurance \$20 million and over.

#### **DEATH BENEFIT PROCEEDS**

The Policy Proceeds<sup>5</sup> are equal to:

- The Face Amount; plus
- Any insurance on the life of the Insured provided by a rider; plus
- Any Paid-Up Additions; plus
- Any Dividend Accumulations; plus
- Any dividend we credit at death; plus
- Any part of a premium paid for coverage beyond the date of death; less
- Any premium due to the date of death; less
- Any policy loan balance.

In no event will the amount payable upon the death of the Insured be less than the minimum amount required to permit the policy to qualify as life insurance under the federal income tax rules in effect on the Issue Date of the policy.

<sup>\*\*</sup> Preferred requires a \$100,000 minimum face

<sup>&</sup>lt;sup>2</sup> Substandard issues are available up to and including table P. Not all rating classes are available at all face amounts or at all ages.

<sup>&</sup>lt;sup>3</sup> Small face amounts require additional disclosures or forms in some states and may be restricted at certain ages.

<sup>&</sup>lt;sup>4</sup> For PWL and PWL 120 policies only, face amounts of \$20,000,000 and above, reduced compensation will be paid and non-guaranteed dividend performance in the first three years will be increased. The enhanced dividend will be equal to the base dividend plus an additional dividend determined as a percentage of the base annual premium (which includes the policy fee).

<sup>&</sup>lt;sup>5</sup> Any delayed settlement interest where required by state regulation will be applied to this amount but may be taxable.

#### PREMIUM MODES

The following modal premiums are available at issue:

- Annual
- Semi-Annual
- Quarterly
- Monthly (Electronic Payment, Government Allotment, and Salary Savings)

#### **MODAL PREMIUMS**

Modal premiums per \$1,000 will be calculated using the following formulae rounded to the nearest cent:

Mode	Premium Amount
Semi-Annual	Lesser of: annual premium x .52 OR 6x monthly
Quarterly	Lesser of: annual premium x .26 OR 3x monthly
Monthly	Annual premium x .087

#### PREMIUM TYPES

#### Base Premium

#### **MetLife Promise Whole Life**

Base policy premium is level and will be payable until the policy anniversary on which the Insured's attained age is 100. The policy will then continue as fully paid-up until maturity at attained age 120.

#### **MetLife Promise Whole Life 120**

Base policy premium is level and will be payable until maturity, the policy anniversary on which the Insured's attained age is 120.

#### **MetLife Promise Whole Life Select 10**

Base policy premium is level and will be payable for a duration of 10 years. The policy will then continue as fully paid-up until maturity at attained age 120.

#### **MetLife Promise Whole Life Select 20**

Base policy premium is level and will be payable for a duration of 20 years. The policy will then continue as fully paid-up until maturity at attained age 120.

#### MetLife Promise Whole Life Select 65

Base policy premium is level and will be payable to age 65 of the Insured. The policy will then continue as fully paid-up until maturity at attained age 120.

Premium rates will vary based on issue age, sex, smoking status, pricing band and rating class. The rates are calculated using a rate per \$1,000 combined with the appropriate policy fee from the table below:

Mode	Bands 1-2	Bands 3-7
Annual	\$40.00	\$50.00
Semi-Annual	\$21.00	\$26.00
Quarterly	\$11.00	\$14.00
Monthly	\$4.00	\$5.00

#### Commissionable Premium

The base premium is commissionable on all of the PWL products. For PWL Select 65, compensation will be based upon a Benchmark Premium.

In addition to the base policy premium, the following policy riders have separate commissionable premiums:

- Accidental Death Benefit (ADB)<sup>6</sup>
- Applicant's Waiver of Premiums Benefit (AWB)6
- Children's Term Insurance Rider (CTIR)6
- Disability Waiver of Premiums Benefit (DW)
- Flex Term Rider (FTR)6
- Guaranteed Issue Rider (GIR)6
- The Enricher<sup>7</sup>
- Long Term Care Acceleration of Death Benefit Rider (LTC ADBR)8

#### Lump Sum Payments and 1035 Exchange **Payments**

If a client wants the ability to make lump sum or 1035 exchange payments for amounts in excess of the premium due for the base policy or riders, they must also elect either the FTR or The Enricher. Please see the FTR and The Enricher sections for additional details on limits and restrictions.

<sup>&</sup>lt;sup>6</sup> Only available on PWL and PWL 120.

<sup>&</sup>lt;sup>7</sup> The Enricher and FTR have their own premiums, which are commissionable at their own rate.

<sup>&</sup>lt;sup>8</sup> The LTC ADBR is not available on MetLife Promise Whole Life Select 65<sup>SM</sup>.

#### Seven-Pay Premiums

The Internal Revenue Code defines cumulative yearly premium maximums to avoid Modified Endowment Contract (MEC) status. In order to receive favorable tax treatment under the Code on lifetime policy distributions and avoid MEC status, life insurance policy premiums must be within certain limits during the first 7 policy years and during the 7 policy years after certain policy changes. Violation of those maximums results in adverse tax implications to the policy owner, including a possible 10% income tax penalty if received before the recipient's age 591/2, for lifetime withdrawals and loans made from the cash value and policy assignments. The policy owner has 60 days from the end of the policy year to reverse any premiums paid in excess of the Seven-Pay guideline in that policy year. If the excess premium is the result of a Reduction in Benefits, the client has 90 days from the date of reduction to restore benefits. The company will immediately notify the policy owner whenever their policy becomes a MEC.

#### **DIVIDENDS**

Dividends, if declared by the Board of Directors, are expected to be paid starting at the end of the second policy year (end of first year for policies in Band 7). Dividends will vary by band, issue age, duration, sex and smoking status.

When determining dividends, the company takes into account actual mortality experience, investment performance and operating costs, then compares them with the expected results. When the actual results are more favorable than the expected results, there will generally be a dividend declared. Dividends are not guaranteed.

Paid-up Additional Insurance balances will also be eligible for dividends, but the rate will vary from that of the base policy dividends.

#### Dividend Options9

The following dividend options are available:

- Cash
- Paid-up Additional Insurance (AI)
- Dividends to Accumulate with Interest (DWI)
- Dividends to Offset Premiums (Premium Reduction)<sup>10</sup>
- Payment of Loan Principal
- Payment of Loan Interest

The dividend option should be elected on the application. If no option is chosen and the FTR is not on the policy, the default option will be AI. AI provides the potential to build up additional death benefit and cash value, which would be available for loan or withdrawal. Policy owners may change the dividend option for future dividends by written request at any time.

Dividends can also be used to purchase term insurance and paid-up insurance under the FTR. If the policy includes the FTR, then FTR is the automatic dividend option at issue. This option can be changed at the end of the first year however, changing this option will terminate the term portion of the FTR.

#### **WITHDRAWALS**

Withdrawals are not allowed from the guaranteed cash value of the policy. If dividends have been accumulated (DWI), used to purchase AI, or if The Enricher or FTR is selected, withdrawals are allowed at any time to the extent that The Enricher or FTR cash value or any dividend balance is not needed to secure a policy loan. A withdrawal, depending on its source, will reduce accumulated dividends, cash value and death benefit. The new death benefit of any AI or Enricher will be the amount of paid-up additional insurance that the remaining cash value will purchase at the Net Single Premium rate determined by the Insured's sex, issue age and duration (in years and days) as of the date of withdrawal. Unless otherwise specified, withdrawals will be processed from cash value in the following order:

- DWI
- The Enricher (if the rider is attached to the policy)
- A<sup>1</sup>
- AI in FTR (if the FTR is attached to the policy).

#### **POLICY LOANS**

Loans can be taken out at any time after issue, unless the policy is in force as extended term insurance, provided there is an available cash surrender value within the policy or within any attached riders. Policy loans will decrease the cash value and death benefit.

#### Dividends on the Loan Values

Loans do not have an impact on current or future dividends.

<sup>&</sup>lt;sup>9</sup> Special dividend option arrangements apply to FTR and The Enricher. Details are provided in the Rider.

<sup>&</sup>lt;sup>10</sup> For the Premium Reduction option, a second option may be chosen for dividends in excess of the premium amount. If a second option is not chosen, the dividend option for dividends in excess of premium will default to AI. If Premium Reduction is the primary dividend option, it will be changed to the secondary dividend option at the end of the premium paying period.

#### Loan Limits

There is no minimum loan requirement.

The maximum amount available for a loan is:

- The base policy cash value at the end of the current policy year discounted back to the current date; plus
- The current cash value of any riders and/or dividends; less
- Any unpaid premiums for the year; less
- Any outstanding loan balance and loan interest to the end of the policy year.

The total amount of the loan, including accrued interest, must not exceed the policy's cash value in order for the policy to remain in force. Notification will be sent to the policy owner, any assignee, and any third party designated prior by the policy owner, indicating the amount of loan repayment needed to keep the policy in force. There is a 31 day grace period beginning on the date the notice is sent. If the amount due remains unpaid at the end of that grace period, the policy will lapse without value.

The Policy will be the sole security for such loan. After receipt of the loan request, we have the right to defer making a loan for up to six months, except for a loan to pay premiums to the company. A loan cannot be granted using a specific portion of the policy, e.g., the cash value of The Enricher, FTR and/or the cash value of AI, as collateral.

#### Loan Interest

Loan interest is due at the end of each policy year. Interest not paid within 31 days after it is due will be added to the loan principal as of its due date and will bear interest at the same rate as the rest of the loan principal.

Loan interest will be charged daily at the published rate. This rate will never be more than the maximum allowed by law and will not change more than once a year for a given policy. Changes in the rate will take effect on the anniversary date of the policy.

The rate of interest set for a policy year may not be more than the higher of:

- The Published Monthly Average for the calendar month ending two months before the start of the policy month in which the anniversary falls; or
- The Minimum Cash Value Guaranteed Interest Rate plus 1.0%.

The Published Monthly Average is Moody's Corporate Bond Yield Average — Monthly Average Corporates, as published by Moody's Investors Service, Inc., or any successor to that service.<sup>11</sup>

Policy owners will be notified in advance of any increase in the loan interest rate applicable to any policy loan.

#### Loan Repayment

The minimum loan repayment amount is the lesser of \$50 or the total policy loan.

#### **ACCELERATED PREMIUM OPTION**

The Accelerated Premium Option (APO) is an automated method of paying premiums by withdrawing dividend and rider values not needed to secure any policy loan. The APO feature allows an illustration to be created based on the current dividend scale, using AI and rider values, that would show the base policy premiums being paid by a combination of current dividends, accumulated dividends, and any rider cash values. The illustration shows the number of years that premiums must be paid out-of-pocket before dividends can pay all future premiums. The ability to stop paying premiums out-of-pocket in the future is not guaranteed and is based on the then-current dividend scale.

#### **AUTOMATIC PREMIUM LOANS**

If the automatic premium loan option (APL) has been selected (this feature is automatically included where required by law), and a premium is not paid by the end of the policy grace period, that premium will be paid automatically by loan from available loan value of the policy. The loan will be effective on the last day of the grace period. If the available cash value is not sufficient to pay a premium to the next due date, no premium will be paid, a conservation letter will be sent, and the policy will lapse if no premium is received within 31 days.

<sup>&</sup>lt;sup>11</sup> If that average is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state which governs the policy, will be used.

#### LAPSE PROCESSING — NONFORFEITURE

If a premium payment is not made when due, there is a 62-day period within which to pay the missed premium, or the policy will lapse. If premiums are not paid within the 62 days, there are certain options available to the policy owner should the policy lapse. These nonforfeiture options can be chosen at issue:

- Reduced Paid Up: The cash surrender value can be used as a net single premium to purchase a paid-up amount of insurance. This insurance is eligible for dividends.
- 2. Extended Term: The cash surrender value can be used as a net single premium to purchase extended term insurance equal to the policy's then-current net death benefit for a limited period of time. This insurance is NOT eligible for dividends.
- Surrender for Cash: The policy can be surrendered for its cash surrender value.

If a nonforfeiture option is not chosen at policy issue, the default option will be extended term, unless restricted by state law. If The Enricher and FTR are included on the policy, any Enricher and FTR value will be used in the nonforfeiture calculation.

#### **POLICY SURRENDER**

We will pay the cash surrender value upon receipt of a valid and complete written request. The Enricher and FTR cash value is surrendered when the base policy is surrendered. The Enricher or FTR cash value may be partially or fully withdrawn without surrender of the base policy.

The date of surrender is the earlier of the date of request and the policy's paid-to-date. While the contractual grace period is 31 days, administratively, if premiums are not in arrears by more than 62 days to the date of request, the policy's cash values are determined as of the paid-to-date. If premiums are more than 62 days in arrears or the policy is already being continued under either the reduced-paid up or extended term option, the guaranteed cash values of the nonforfeiture benefit will be determined as of the actual date of surrender. If the policy is fully paid up, the date of surrender is the date of request. If the date of surrender is within 31 days after a policy anniversary, the guaranteed cash value cannot be less than the guaranteed cash value as of the anniversary.

The cash surrender value is equal to the following:

- The cash value of the policy; plus
- The cash value of any Paid-Up Additions purchased by policy dividends; plus
- Any Dividend Accumulations; plus
- The cash value of any rider attached to the policy; plus
- Any premium refund; less
- Any policy loan and loan interest balance.

#### Partial Surrenders

No partial surrenders are permitted from the base policy cash value, only from accumulated dividends, The Enricher, and FTR cash value.

#### LAPSE PROCESSING

#### Face Amount Changes

Face increases are not available. Face decreases are permitted and must be for at least \$5,000. The effective date of the reduction in face value will be the earlier of the date to which premiums are paid and the current date. If the original rating classification and policy band are not available at the reduced face amount, the risk classification and policy band will be changed to the next closest risk classification and policy band available for the new face amount of insurance.

#### Risk/Rating Improvements

Improvements in risk class or rating may be applied for after policy issue. If approved within the first 120 days of policy issue, the policy may be reissued and the premium recalculated based on the improved rating classification. Outside of the first 120 days, a policy will not be improved before the first policy anniversary when, if the risk improves, the policy will be changed and the premium will be reduced. The effective date of the change will only be a policy anniversary.

#### **POLICY MATURITY**

All products in the MetLife Promise Whole Life portfolio mature at age 120.

New loans, additional loans, loan repayments and payment of loan interest are permitted after the policy maturity date. Loan balances or interest may be repaid at any time while the policy is in force. Policy loan interest will continue to accrue and be due each anniversary.

### **Riders**

# THE ENRICHER (OPTION TO PURCHASE ADDITIONAL INSURANCE RIDER)

#### General Description

The Enricher enables the policy owner to pay additional premiums which purchase amounts of single-premium, paid-up, permanent life insurance. This allows the policy owner to increase life insurance protection and cash value while injecting some premium flexibility into the product.

#### Availability

The Enricher is available on all of the PWL products at issue and can also be added as a Current Date Addition (CDA) to policies with a \$100,000 face amount (\$25,000 for PWL) and above, subject to the administrative rules in effect at the time. The Enricher is not available on policies issued as part of a qualified pension plan.

#### Risk Classes and Underwriting

The Enricher is not available on rated classes higher than table F or on cases with flat extras.

#### Rider Charges

There is a 5% premium load on all premiums received for The Enricher.

#### **Premium Payments**

The modal premium amount for this rider must be selected at issue or CDA and paid on each premium due date. The amount of the modal premium for this rider can be zero and it can be changed at the policy owner's request subject to the minimums and maximums explained below. Please note that additional Enricher premium payments may cause the policy to become a MEC (See Seven-Pay Premiums section), especially with the PWL Select products. Carefully review the sales illustration for information regarding the MEC status of the policy.

The modal billed premium for this rider may be stopped at the policy owner's request at any time. Subject to the maximums noted, the policy owner may reactivate the billed Enricher premiums, provided the right to make payments to the rider has not been terminated for any reason. In addition to the billed premium amounts, unscheduled premium payments may be made to this rider.

The right to make both billed and unscheduled premium payments to The Enricher will terminate on the earliest of:

The date the policy becomes fully paid-up;

- The date an application for benefits under an acceleration of death benefit rider is received;
- The 31st day after the anniversary following one full year from the Issue Date of this Rider if scheduled or unscheduled premium payments for this Rider have not been made during the policy year; or
- After two full consecutive years after the first year from the Issue Date of the rider during which a scheduled or unscheduled premium payment for the rider has not been made.

Subject to underwriting, the right to make premium payments to The Enricher can be reinstated at any time upon the written request of a policy owner unless the policy is being continued under the nonforfeiture option, or is fully paid up or terminated.

#### **Net Single Premiums**

Once the rider premium load has been deducted from The Enricher payment amount, the remainder will be applied as a net single-premium to purchase paid-up additional insurance.

#### Minimum Enricher Premium Payments

The minimum scheduled premium is \$100 times the modal factor shown in the Modal Premium section of this guide.

#### Maximum Enricher Premium Payments

The Enricher premium payments are limited by an absolute dollar maximum of \$5,000,000 in any one policy year. Additionally, the maximum Enricher premium in the first rider year is the minimum of:

- The sum of the annualized modal Enricher premium and any additional, unscheduled Enricher premiums which were underwritten at issue; and,
- 15 times the corresponding standard nonsmoker premium less the policy fee for the base policy (standard premium for juvenile issues).

In each subsequent rider year, the maximum total Enricher premium allowed will be equal to three times the corresponding standard nonsmoker premium less the policy fee for the base policy (standard premium for juvenile issues).

If at least 50% of the maximum allowable rider premium is not received for two consecutive policy years, the maximum allowable rider premium, without new underwriting, for any policy year becomes the greater of the total rider premiums received in each of the last two policy years.

Payments to the rider will not be accepted if all premiums due on the base policy are not paid. Any unacceptable payments will be returned to the premium payer when received.

The company reserves the right to require additional evidence of insurability or to reject any amount of first year payment that is in excess of the amounts indicated on the application.

#### Guaranteed Paid-Up

A guaranteed limited-pay policy of almost any duration can be created by using one of the PWL products and The Enricher premium payments to place the base policy into a paid-up status prior to the end of the contractual premium paying duration. The illustration software will solve for an amount of The Enricher premiums that will accumulate sufficient guaranteed rider cash value, combined with the base policy guaranteed cash value, necessary to support a fully paid up policy.

#### Cash Values

The Enricher cash value is equal to the death benefit of the rider multiplied by the net single-premium per \$1 of paid-up insurance. The cash value will change from day to day and will be determined as of the date of calculation.

#### Withdrawals

Withdrawals of all or part of the cash value of The Enricher are allowed at any time. A withdrawal of The Enricher cash value will result in a reduction of the death benefit of The Enricher as of the date of the withdrawal. The reduced death benefit remaining in The Enricher will be the amount of paid-up additional insurance that the remaining cash value will purchase at the net single-premium rate. Please see the base policy withdrawals section in this guide for details on default withdrawal order.

#### Loans

The cash value of this rider is part of the available loan value of the policy and the rules, procedures, and interest rate applicable to loans on the basic policy will apply.

The policy owner must request that the cash value of this rider be included in a loan transaction and should review a policy illustration to determine whether that value should be borrowed or withdrawn to meet cash needs.

#### Automatic Premium Loan (APL)

Premium payments to this rider cannot be paid by the APL provision. However, while premiums for the base policy are being paid by APL, unscheduled premium payments to this rider will be accepted subject to the minimum/maximum rules stated previously.

#### Riders and Benefit Interaction

There are no optional benefits applicable to this rider. However, amounts of insurance purchased through this rider will be eligible for accelerated payment under the Acceleration of Death Benefit Rider (ADBR). The Enricher is not available on a policy that includes the FTR. Any Applicant's Waiver of Premiums Benefit (AWB) purchased on the base policy will not apply to the payments for this rider.

The policy owner will not be billed for the rider premiums while the base policy's premiums are being waived under the AWB. However, the policy owner will be given the option to continue to make premium payments to this rider in the form of unscheduled premium payments.<sup>12</sup>

If the base policy includes a DW Benefit, the policy owner may elect to waive The Enricher premium. The policy owner will select an annual amount of The Enricher premium that will be waived if the Insured becomes disabled. The minimum annual amount selected is \$100. The maximum amount is three times the standard nonsmoker premium. Once set at issue, The Enricher waiver amount cannot be changed however, it can be cancelled at any time. While the base policy premiums are being waived by DW, the policy owner cannot make payments to The Enricher. If the policy owner has elected to waive The Enricher premium, his/her right to pay The Enricher payments will resume after The Enricher and base premiums are no longer being waived.

#### Termination

The Enricher will terminate upon the earliest of:

- The date the Policy lapses;
- The date the Policy terminates; and
- The date the company receives the policy owner's request in writing to terminate the rider.

#### Reinstatement

With underwriting approval, The Enricher can be reinstated along with the base policy subject to company underwriting rules at the time of reinstatement.

#### Dividends

The Enricher is participating, with the first dividend payable at the end of the first rider year. Dividends credited to this rider will be used to purchase an additional amount of The Enricher without any load being deducted regardless of the base policy's dividend option.<sup>13</sup>

<sup>12</sup> The policy owner will be informed of this option in the approval or confirmation letter sent when the request for the AWB is approved by the company.

<sup>&</sup>lt;sup>13</sup> Any dividend option is available in New York for Enricher Dividends.

#### FLEX TERM RIDER (FTR)

#### General Description

The FTR adds a term component to the whole life policy. The FTR supplements the base policy with a combination of term and paid-up insurance. The term component will decrease as dividends and FTR premiums are used to purchase additional paid-up insurance. Eventually, the term component may be replaced with paid-up insurance. This rider allows your client to purchase the coverage they need in a way that may be more affordable than a 100% whole life solution. On each anniversary, if policy dividends are declared by the issuing company on the base policy, they will be directed to the FTR. When the rider consists solely of Paid-up Additions for more than one rider year, the policy owner may choose any dividend option. If the dividend option is changed from FTR after the first anniversary, the term component will be dropped from the FTR. FTR provides a guarantee on the total coverage amount to age 85 as described below.

#### Availability

The FTR is only available at issue and only available on PWL and PWL 120 policies with an initial face amount of \$50,000 for PWL and \$100,000 for PWL 120. The minimum rider amount is \$10,000 and the maximum rider amount is equal to the base policy face amount (or 50% of the total amount of insurance). This rider is not available on PWL Select 10, 20, or 65 policies or on policies that have The Enricher or the LTC rider.

#### Risk Class and Underwriting

This rider is not available for issue ages under 18 or over 84. This rider is not available for risk classes greater than Table F and will not be available on cases with flat extras.

#### Rider Charges

The cost of FTR term insurance will vary by age, sex, risk classification and smoking status. All FTR premium payments will be subject to a premium load of 5%.

#### Conversions

Coverage provided by the FTR may be either fully or partially converted to a permanent product available at the time of conversion. The conversion will only be available to the later of the Insured's attained age 65 or the first ten policy years. The application for conversion must be made within 30 days prior of the policy anniversary. The maximum amount eligible for conversion is equal to the term amount available on the anniversary date. The new policy will be in the same risk classification, or the closest available classification, as the FTR. The new policy must be for at least the minimum

amount of insurance available for that product. Riders may be available on the new policy subject to underwriting. The conversion of any part of the FTR term insurance will terminate all term insurance associated with the rider and the FTR will become fully funded as of the term conversion effective date.

If the remaining paid-up amount is less than \$10,000 post-conversion, the rider will terminate and the paid-up balance will be refunded. If the remaining paid-up amount is \$10,000 or greater, the rider status will change to fully paid-up.

#### Guarantee to Age 85

The total initial FTR face amount will be guaranteed to age 85 of the Insured as long as the total FTR premium paid, minus any withdrawals from the FTR, is greater than the sum of the modal guaranteed to age 85 premiums (shown in the policy and the illustration) and the policy owner has applied all dividends to this rider. The guarantee to Age 85 will terminate on the policy anniversary at the Insured's attained age 85 and the rider coverage will decrease if premiums paid (including those paid by waiver) plus dividends applied are not sufficient to maintain the total initial face amount. When the guarantee is no longer in effect, the Additional Insurance Amount will equal the amount of Paid-up additions plus the amount of One Year Term.

#### FTR Cash Value

FTR will build a cash value based on paid-up additions. The cash value is available for withdrawals and loans. Withdrawals and loan reduce both the cash value and the death benefit.

#### Dividends

If declared by the company's Board of Directors, FTR dividends are expected to be paid at the first FTR anniversary. Dividends for the FTR will be commingled with the base policy's dividend and applied based on the dividend option in effect on the policy anniversary.

#### Termination

FTR coverage will end and any cash balance will be paid to the policy owner on the earliest of the following:

- The date the company receives the policy owner's request in writing to terminate the rider;
- The date the base face amount of the policy falls below the minimum required for the rider;
- The date the Policy lapses; and
- The date of Policy termination.

## DISABILITY WAIVER OF PREMIUMS BENEFIT (DW)

#### General Description

If the Insured becomes totally disabled as defined by the rider, after Age 5 and before Age 60, for a continuous period of at least six months, policy premiums will be waived for as long as the total disability lasts. If the disability begins on or after Age 60, but prior to Age 65, premiums will be waived until Age 65 as long as the Insured remains totally disabled. "Age 5," "Age 60," and "Age 65" begin on the policy anniversary nearest the Insured's 5th, 60th, and 65th birthdays, respectively.

#### Availability

The DW is available on all the PWL products at issue ages 0 to 60 (Age 55 for PWL Select 65). For issue ages 0 to 4, no benefit will be in effect until the Insured reaches age five.

The company will issue insurance with the DW subject to the following limits:

Issue Age	0	1-14	15-60
Maximum Face Amount With DW Coverage	\$300,000 (\$400,000 by exception)	\$750,000 (\$1,000,000 by exception)	\$5,000,000 (\$500,000 for policies rated greater than Table D)

These limits apply to the aggregate amount of DW in force and applied for with any MetLife company.

#### Rider Premiums

The premium for this rider is expressed as a percentage of the base policy and rider modal premiums being waived, and varies based on sex, band and smoking status. For DW on The Enricher, an annual amount of premium to be waived is selected. The DW premiums are payable to the end of the policy premium paying period or Insured's Age 65, whichever is earlier.

#### Rider Benefit Amount

The DW benefit applies to the Total Modal Premium including rider premiums (except The Enricher unless elected at issue).

#### Risk Classes and Underwriting

The DW is not available if the base policy coverage has a table rating greater than F. There are no restrictions on flat extras.

#### **Definition of Total Disability**

The company will consider the Insured totally disabled if he or she is unable to perform the substantial and material duties of his or her regular occupation because of accidental bodily injury or sickness first manifesting itself after the issue date of the rider. However, after such a period of total disability has continued for 60 months, we will consider the Insured totally disabled only if he or she is unable to perform the substantial and material duties of any occupation for which he or she is reasonably fitted by education, training or experience. If the Insured was a full-time student when the total disability began, then going to school will be considered the Insured's regular occupation.

We will consider the total and irrecoverable loss of the sight of both eyes, the use of both hands or both feet, or the use of one hand and one foot, as a total disability, even if the Insured is working at an occupation.

#### **Recurrent Total Disability**

If a subsequent period of total disability commences after a period of total disability ends, we will consider the subsequent period to be a continuation of the previous period unless:

- It is due to an entirely different cause; or
- The Insured has performed all of the material and substantial duties of a gainful occupation for a continuous period of six months or more between such periods of total disability.

If the company considers the second period of disability as a continuation of the first, the six-month waiting period will not apply.

#### **Termination**

This rider will terminate on the policy anniversary when the Insured reaches Age 65 or at the end of the premium paying period, whichever is earlier. Rider termination will have no effect on existing DW benefit payments.

The termination events are as following:

- Age 65 of the Insured. This will not affect a valid claim for total disability occurring before Insured's Age 65;
- The date the Policy lapses;
- The date the Policy terminates;
- The date the Policy becomes fully paid-up; and
- The date of our receipt of the policyowner's request in writing to terminate this Rider.

# APPLICANT'S WAIVER OF PREMIUMS BENEFIT (AWB)

#### General Description

This benefit provides for the waiver of premiums if the adult applicant for a policy on the life of a juvenile Insured dies or becomes totally disabled before the adult applicant is Age 60 and before the juvenile is Age 25. The waiver applies only to premiums due prior to the Insured's Age 25. Premiums will no longer be waived if and when the applicant is no longer totally disabled. "Age 60" begins on the policy anniversary nearest the applicant's 60th birthday. "Age 25" begins on the policy anniversary nearest the Insured's 25th birthday.

#### **Availability**

The AWB is available at issue only on PWL and PWL 120 to the applicant of a juvenile Insured: issue ages of 0 to 14. The applicant requesting coverage must be issue ages 18-55. The Rider is not available on the PWL Select products.

#### **Rider Premiums**

The premium for the AWB is a percentage of the total of the base policy's modal premium including policy fee and premiums for the DW, ADB, CTIR, and GIR riders when they are included with the policy.

#### Risk Classes and Underwriting

The adult applicant must be able to qualify for the benefit in:

- The Elite, Preferred or Standard class with no more than a \$3.50 flat extra; or
- Table D or better with no more than a \$2 flat extra/ special rating class; or
- Table F or better with no flat extra/special rating class utilizing the Additional Insureds Supplement.

#### **Total Disability**

If the applicant becomes totally disabled before the applicant is Age 60 and before the Insured is Age 25 as defined by the rider, for a continuous period of at least six months, policy premiums will be waived for as long as the total disability lasts.

#### Rider Benefits

The AWB will waive all covered premiums, as they come due, while the applicant is disabled. No Enricher or FTR premiums are waived under AWB. If the applicant dies before Age 60 while this rider is in force, all covered premiums will be waived until the Insured is Age 25.

#### Termination

This rider will end at the earliest of:

- Age 60 of the applicant;
- Age 25 of the Insured;
- The date the Policy lapses;
- The date the Policy is terminated;
- The date the Policy becomes fully paid-up;
- The date we receive a request to terminate the Rider.

Termination of the rider due to the age of the Insured or the applicant will not affect a valid claim for the applicant's total disability occurring before the Insured's Age 25 or before the applicant's Age 60.

# ACCELERATION OF DEATH BENEFIT RIDER (ADBR)<sup>14</sup>

#### General Description

The ADBR provides for a one-time, discounted payment of all, or a portion of the amount that would normally be paid to the beneficiaries upon the death of the Insured, while the Insured is still alive. Such payment will be made once a physician certifies that the Insured is terminally ill with 12 months (24 months in some states) or less to live. The payment under this rider will be made to the policy owner.

#### **Availability**

This rider is available on all PWL products, at all issue ages and in all risk classes with face amounts of \$50,000 (\$100,000 for PWL Select 10, 20 and 65; \$100,000 for PWL 120) or more. It is also available after issue. This rider may only be exercised once.

#### Rider Premium

There is no additional premium required for this rider. A fee may be charged upon the exercise of the rider.

### Amount Available For Acceleration Of Death Benefit

The minimum amount that can be requested is \$20,000. The maximum amount that can be requested will be the greater of \$250,000 or 10% of the total eligible death benefit. If less than the full amount is requested, a death benefit of at least \$25,000 must remain in the policy. Minimums and maximums are subject to state law.

11

Any coverage under an accidental death benefit rider will continue for 12 months from the date of acceleration and then coverage under that rider will end.

<sup>&</sup>lt;sup>4</sup> Any benefits received under this rider may adversely affect the recipient's eligibility for public assistance programs, and the benefits received under this rider may be taxable.

#### Effect on Policy

In addition, if less than the full amount is requested, all future policy values, charges and premiums will be reduced to reflect the lower coverage.

#### **ACCIDENTAL DEATH BENEFIT (ADB)**

#### General Description

The ADB rider provides that if the Insured dies as a result of an accident, the company will pay an additional death benefit amount equal to the rider face amount. This amount will be doubled if the accidental bodily injury occurs while the Insured is a fare-paying passenger on a licensed public conveyance being operated by a common carrier for passenger service.

#### **Availability**

The ADB rider is available on PWL and PWL 120 from age 0 to 65. No ADB benefits will be paid if the Insured's death occurred before the Insured's first birthday. ADB may be added after issue.

The maximum issue amount of ADB is \$500,000 on any one life. This includes all ADB in force with any MetLife company. The total amount of ADB on an Insured with all insurance companies (whether or not affiliated with MetLife) may not exceed \$1 million. In addition, the following issue limits apply:

ABD Rating	Issue Ages 0-19	20-24	25-65
1	\$50,000, but may	\$300,000	\$500,000
1.5	be individually considered for amounts up to the limits for ages 20-24.	\$200,000	\$300,000
2.5		\$100,000	\$200,000
4	Not Available	\$50,000	\$100,000

#### Risks Not Covered

Accidental Death Benefits are not paid if the Insured's death (subject to state variations):

- Occurred prior to the Insured's first birthday;
- Occurred more than 90 days after the accidental bodily injury;
- Was caused by mental illness or treatment of such illness:
- Resulted from infection, unless infection is the result of an external visible wound sustained accidently;
- Resulted from the use of any drug, unless used on the advice of a licensed medical practitioner;
- Results from suicide while sane or insane:
- Results from committing or attempting to commit an assault or a felony;
- Results from flight in or descent from or with any

- kind of aircraft or spacecraft, unless the Insured was only a passenger with no duties in connection with the flight or descent, and the flight or descent was not for a training or experimental purpose;
- Results from war or any warlike action during peace time.

Additional limitations may apply. Please refer to the rider specification page for more details.

#### Rider Premiums

ADB premiums are level, based on a rate per \$1,000 of ADB coverage, and vary by issue age, ADB rating, sex, and band. There is no rider fee. If premiums are being waived on the base policy under DW or AWB, they will also be waived on the ADB rider.

#### Termination

The rider will terminate upon the earliest of:

- The Insured's attained age 70;
- The date the policy lapses;
- The date the policy becomes fully paid-up;
- The date of our receipt of a request in writing to terminate the rider; and
- The date the policy terminates, unless the policy terminates as a result of the exercise in which case of any acceleration of death benefit rider, this rider will stay in force as described in that rider.

# CHILDREN'S TERM INSURANCE RIDER (CTIR) General Description

CTIR provides term insurance coverage for each child, stepchild or legally adopted child of the Insured, who is at least 15 days old but under age 18, on the date of application for this rider. Upon issue, all eligible children who are listed on the application will be covered. Any child who is born, legally adopted or becomes a stepchild after the date of the application will be covered automatically as he or she becomes eligible. Any child, legally adopted child or stepchild, who is less than 15 days old on the date the application is signed is covered at age 15 days if named in the application for this rider. Coverage for any additional Insured child will not begin before the child is 15 days old. Coverage for children under age six months will be half of the rider face amount; it will be the full rider face amount on or after age six months.

#### **Availability**

CTIR is available at or after issue on PWL and PWL 120, for issue ages 18 to 55 of the base policy Insured. The rider will be issued only in the Standard class and the base policy must be issued Table F or better with a flat extra of no more than \$10. Children listed on the application must be underwritten and

qualify for Standard class at the time of issue. The Rider is not available on the PWL Select products.

#### **Coverage Limits**

The minimum amount of rider coverage that may be issued on each Insured child is \$5,000. Incremental amounts of \$1,000 are available up to a maximum amount on each Insured child of \$25,000.

CTIR provides for an extra amount of insurance equal to four times the face amount of the rider on an Insured child for 90 days at no extra charge if that Insured child marries, if a child is born to that Insured child, or if a child is legally adopted by the Insured child.

#### Rider Premiums

The annual premium is \$5.00 per \$1,000 of rider coverage and is independent of the base policy Insured's issue age, sex, rating class, and of the number and ages of children covered. If premiums are being waived on the base policy under DW, they will also be waived on CTIR.

#### Supplementary Paid-Up Policy

If the base policy Insured dies prior to the termination of this rider or if the ADBR has been fully exercised while this rider is in force, a supplementary paid-up policy will be issued on each covered child under age 25. Any remaining insurance will be continued for the balance of its term. These policies will provide the same benefits and conversion options as contained in the rider. The coverage under the supplementary paid-up policy will terminate on the same date that the CTIR benefit would have ended.

#### **Conversion Rights**

The policy owner may convert the term insurance on each Insured child to a new policy without evidence of insurability on any day between that child's 22nd and 25th birthdays, or upon the termination of the rider, if earlier. The amount of the new policy may be up to five times the amount of term insurance on the covered child under this rider. The conversion can be to any available, permanent product issued by the company and will be issued in the Standard Nonsmoker class.

#### **Termination**

This rider will automatically terminate at the earliest of:

- The date the policy lapses;
- The date the policy is surrendered;
- The date the policy becomes fully paid-up;
- The date an acceleration of death benefits rider is fully exercised (any remaining insurance on each Insured Child will be continued for the balance of its term without payment of further premium);

- Immediately before the date any supplementary paid-up policy is issued;
- The final date for the rider; and
- The date of our receipt of the policy owner's request in writing to terminate the rider.

The final date of this rider is the policy anniversary nearest the 65th birthday of the base policy Insured. If this rider has not already expired or been cancelled, then insurance on each Insured child will cease on: the 25th birthday of the child; or the date the insurance on the child is converted.

# GUARANTEED ISSUE RIDER (GIR) (OPTIONS TO PURCHASE ADDITIONAL POLICIES RIDER)

#### General Description

GIR guarantees the policy owner the right to buy additional insurance policies on the life of the Insured, at set option dates, without evidence of insurability.

#### Availability

The GIR is available on PWL and PWL 120 policies with face amounts of \$10,000 and over, at issue ages 0 to 50. It is not available on the PWL Select products.

#### Risk Classes And Underwriting

The Insured must be an Elite, Preferred or Standard classification with no more than a \$2 flat extra.

#### Rider Premiums

The level premiums are based on rates per \$1,000 of GIR option amount and vary by issue age, sex, risk class and smoking status. Premiums are payable until the maximum number of options are exercised.

#### Options Available

The policy will be issued on a plan agreed to by the issuing company, to the extent available for sale by us, excluding products offered exclusively through direct distribution, on the date the option is exercised, at the Insured's attained age with the original underwriting class. The minimum option amount is \$10,000. The issue age of the base plan determines the maximum number of options and the maximum option amount as follows:

Issue Age	Number of Options	Option Dates	Maximum Option Amounts
0– 23	4	Attained Ages 25, 30, 35, 40	Greater of Base Face or \$100,000 but not to exceed \$1,000,000
24– 39	3	Duration 5, 10, 15	
40-50	2	Duration 5, 10	

The option must be exercised within 60 days prior to the policy anniversary or 60 days after the policy anniversary. If the option is not exercised on time, it may not be carried over to a later date.

**Alternate Options** 

After the second rider year, the next available purchase option date may be advanced to the date on which any of the following qualifying events occur:

- The Insured marries.
- The Insured divorces.
- A child is born alive to the Insured.
- A child under the age of 21 is legally adopted by the Insured.
- A new home or other real estate is purchased by the Insured.
- The Insured's spouse dies.

The choice to advance the purchase option date must be made within 60 days after the qualifying event occurs. The total number of exercised options may not exceed the maximum number of allowable options based on the issue age as listed above.

#### Additional Rider Availability

Any rider may be included on the new insurance policy issued at the GIR option exercise with evidence of insurability.

#### Termination

This rider will terminate at the earliest of:

- The date the policy lapses;
- The date the policy terminates;
- The date the policy becomes fully paid-up;
- The date the last option is exercised;
- 60 days after the final purchase option date;
- The date the company receives a request in writing to terminate the rider; and
- When the total amount of coverage issued under the rider equals the Maximum Total Option Amount.

#### ENHANCED CARE BENEFIT (ECB)<sup>14</sup>

#### General Description

This rider allows the policy owner to accelerate up to 90% of the eligible death benefit if the Insured develops a chronic illness. A chronic illness means that the Insured has been certified by a physician within the preceding 12 months as being permanently unable to perform, without substantial assistance from another individual, two or more of the six Activities of Daily Living or requiring substantial supervision to protect the Insured from threats to health and safety due to Severe Cognitive Impairment.

#### Availability

The ECB is available at issue only on all PWL products for issue ages 18-70 with a minimum face amount \$100,000.

The ECB rider will be available on Term Conversions. Please see the Term Conversion Producer Guide for details.

This rider is not available in the Qualified Market, at issue on non-qualified Guarantee Issue policies, or available as part of a GIR option exercise. This rider is also not available with the LTC ADBR.

#### Risk and Underwriting

The applicant must be able to qualify for the benefit in:

- Elite, Preferred, or Standard class with no more than a \$5.00 flat extra; or
- Table B through Table D without a flat extra.

There are no additional underwriting requirements to add this rider to a policy.

#### Rider Premium

There is no premium associated for this benefit.

#### Rider Charge

While there is no premium associated for this benefit, there are two charges that are assessed at the time the rider is exercised.

- Processing Fee: a \$150 fee at the time of each annual exercise.
- Life Expectancy Fee: Deducted from the policy's death benefit at the time of each exercise. This fee is determined by multiplying the ECB payment amount by a factor made up of the following components.
  - ECB Interest Rate- the greater of the current yield of the 90 day Treasury Bills and the current maximum statutory adjustable policy loan interest rate.
  - ECB Life Expectancy Factor- the number of years the Insured is expected to live based on the attained age at the time of the ECB claim.

#### Amount Available for ECB

We will allow up to 90% of the policy's eligible death benefit,

<sup>4</sup> Any benefits received under this rider may adversely affect the recipient's eligibility for public assistance programs, and the benefits received under this rider may be taxable.

up to \$5,000,000, to be accelerated over the life of the policy. The eligible death benefit amount is set at the time of the initial rider exercise and will only be recalculated if there is a change to the policy's death benefit, other than an ECB exercise payment (*i.e.*, withdrawal, policy loan, or face reduction).

#### Rider Benefit Amount

We will pay once per calendar year up to 24% of the eligible death benefit in a lump sum, which can be placed into the Total Control Account. While we allow up to 24%, this amount may be limited to the annualized IRS HIPAA daily limit. The annualized IRS HIPAA daily limit is the maximum amount that can be paid on Chronic Illness coverage in a calendar year. This amount usually increases each year. For 2016 the daily limit is \$340 per day (or \$124,200 annually). Consult with a tax advisor before requesting any accelerated death benefit.

The minimum claim amount is \$5,000.

Any benefits received under this rider may adversely affect the recipient's eligibility for public assistance programs; and the benefits received under this rider may be taxable.

#### Effects on the Policy

The death benefit remaining in the policy, if any, will be reduced in the same proportion as the amount of eligible proceeds that was applied to the Accelerated Death Benefit.

ECB payments also reduce the policy's cash surrender value proportionately except if the FTR is on the policy and is not fully paid-up. The Term piece of the FTR will be reduced first, and then any Paid-up Additions. If after the reduction of the Term portion of the FTR is complete and there is still a Term segment remaining, the FTR cash value will not be reduced proportionately.

Future policy premiums, beginning on the date of claim, will be recalculated to reflect the lower face amount of insurance. The new premiums will continue to be based on the rates per unit of insurance and any policy/rider fees applicable to the amounts of insurance at the time of initial exercise. This means that the premium for the band at the time of initial exercise will continue to apply even if the reduced amount(s) of insurance would fall into a different band. The band of the policy will not change unless there is a requested face decrease that would cause the policy to drop to a lower band.

The Disability Waiver or Applicant Waiver premium will also be changed to reflect the lower face amount. This premium will use the same band as the base premium.

After an accelerated payment has been made, the future dividends will be pro-rated for the portion of the policy year that the coverage was at the higher level and at the lower level unless the dividend for the upcoming anniversary has already been declared.

#### **Definition of Chronic Illness**

Before the policy owner can exercise this rider, the Insured must be chronically ill, which is defined as:

- a. Being permanently unable to perform, without Substantial Assistance from another individual, two or more Activities of Daily Living; or
- b. Requiring Substantial Supervision to protect the Insured from threats to health and safety due to permanent Severe Cognitive Impairment.

The Activities of Daily Living are defined as:

- a. Bathing Washing oneself by sponge bath, or in a tub or shower; including getting into or out of the tub or shower.
- b. Continence Ability to maintain control of bowel and bladder function; or, when not able to maintain control of bowel or bladder function, the ability to perform related personal hygiene (including caring for catheter or colostomy bag).
- c. Dressing Putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs.
- **d. Eating** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously.
- e. Toileting Getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene.
- f. Transferring Moving into or out of a bed, chair or wheelchair.

Severe Cognitive Impairment is defined as a deterioration or loss in intellectual capacity that places the Insured in jeopardy of harming himself or herself or others and requires Substantial Supervision from another individual. Severe Cognitive Impairment is measured by clinical evidence and standardized tests which reliably measure impairment in: (1) short or long-term memory; (2) orientation to people, places or time; and (3) deductive or abstract reasoning.

There is a waiting period of up to 90 calendar days which must be satisfied before the first benefit payment is made (subject to state variations). The waiting period begins when

we receive the physician's certification that the Insured has a Chronic Illness. This waiting period only applies to initial exercise of the rider.

#### Recurrent Chronic Illness

After the initial exercise, the policy owner must re-certify within 12 months of the previous claim that the Insured is still meeting the rider requirements. If this is not done by the end of the current claim period, a new waiting period will begin.

#### Conditions Not Covered

Benefits under this Rider will not be payable if the Insured's Chronic Illness is the result of:

- 1. Attempted suicide or intentionally self-inflicted injury while sane or insane; or
- Treatment of alcoholism or drug addiction, unless the addiction was due to drugs taken on the advice of a physician; or
- Any war, or act of war (whether declared or undeclared); or
- 4. The commission of, or attempt to commit, an assault or a felony by the Insured.

#### Riders and Benefit Interaction

When the ECB is exercised, some riders will continue for their full coverage amounts without interruption, while others will be reduced. New Policy Specifications page will be required.

FTR: The FTR rider will be reduced in the same proportion as the base policy. The term portion of the FTR will be reduced first and then, if needed, a reduction of the paid-up component will occur. The dividend option will remain FTR. At the next policy anniversary, the FTR will be reblended using the newly reduced FTR amount and the current dividend and the reduced scheduled FTR premium. If the FTR becomes fully funded on the next anniversary, fully funded rules apply to the application of the FTR scheduled premium. The policy owner can, of course, choose to drop the term component of the FTR. The FTR cash value will not be reduced unless the paid-up component is reduced after the term component is eliminated as part of the proportional FTR reduction. The DW coverage on FTR will be based on the reduced scheduled FTR premium.

**PAIR:** The PAIR will be reduced proportionately to the base reduction and the right to pay will end (see DW below for effect on PAIR DW benefits).

ADBR: The ADBR will continue under the terms of the rider. If a policyowner exercises the ADBR, the ECB will terminate. The Death Benefit available under ADBR will be reduced by any ECB proceeds. Any benefits received under this rider may adversely affect the recipient's eligibility for public assistance programs; and the benefits received under this rider may be taxable.

ADB: The ADB rider will continue for its full coverage amount regardless of whether that amount violates any limits imposed on a non-accelerated policy. The full ADB premium will continue to be charged and benefits will be payable under the terms of the rider.

DW: The DW premium will continue to be charged, based on the reduced benefits. DW benefits will be payable under the terms of the rider and will continue to cover any existing PAIR Waiver premium even though the PAIR right to pay terminated at the time of the ECB exercise.

GIR: The GIR benefits (and option exercise rights) continue under the terms of the rider regardless of whether the amounts violate any limits imposed on a non-accelerated policy. The full GIR premium will continue to be charged.

CTR: The CTR benefits (and option exercise rights) continue under the terms of the rider regardless of whether the amount violates any limits imposed on a non-accelerated policy. The full CTR premium will continue to be charged.

**AWB:** Benefits continue under the terms of the rider. The AWB premium will continue to be charged based on the reduced benefits.

#### **Termination**

This rider will terminate the earlier of:

- The date the Company receives the owner's written request to terminate this rider;
- The date the base policy terminates;
- The date the Maximum Lifetime Benefit Amount is exhausted;
- The date we pay a benefit for the Accelerated Death Benefit Rider;
- The date the extended term insurance option is activated;<sup>15</sup> or
- The date the reduced paid up option is activated.<sup>15</sup>

<sup>&</sup>lt;sup>15</sup> If the base policy is reinstated then the ECB rider can also be reinstated.

## LONG TERM CARE ACCELERATION OF DEATH BENEFIT RIDER (LTC ADBR)

Financial professionals must be licensed to sell life insurance, and also to sell accident/sickness/health insurance, as required by the states in which policies will be issued. They must be certified to sell long-term care insurance<sup>16</sup> if so required by that state, and must be current on all necessary continuing education requirements.

#### General Description

Subject to the terms listed below, this rider will provide an acceleration of death benefit while the Insured is living that can be used to help pay for long-term care expenses. The benefit can be used to cover conditions that are both permanent and temporary; benefits are paid on an indemnity basis, meaning while on claim no receipts are required in order to receive a benefit payment. There is a premium associated with this rider and the reduction in death benefit is dollar for dollar.

The LTC ADBR is intended to be a qualified long-term care insurance policy under Section 7702B of the Internal Revenue Code.<sup>17</sup>

#### Availability

The applicant must be able to qualify for the benefit in:

- The LTC ADBR is available "at issue only" on MetLife Promise Whole Life, MetLife Promise Whole Life 120, MetLife Promise Whole Life Select 10, and MetLife Promise Whole Life Select 20.
- LTC ADBR is not available on MetLife Promise Whole Life Select 65.
- This rider cannot be added to policies that have the Flex Term Rider or Enhanced Care Benefit Rider.
- The rider is not available in the qualified market or on a guaranteed basis.
- The owner and the Insured do not need to be the same person.
- This rider is available on term conversions that are underwritten (see Term Conversion Guide for details).
   Subject to state availability.
- A Supplemental Application must be completed for this rider.

### The Base Policy Face Amounts Limits are as follows:

**Minimum Face Amount** – \$100,000 or minimum product face amount

**Maximum Face Amount** – Current Autobind Limits; benefit maximum is \$10M.

Issue Age – Insured ages 18-70

Risk Class and Underwriting – Not available on Insureds with substandard risk classifications greater than Table D or a Flat Extra (FE) of \$5.00/k. No combination of Table Rating and Flat Extra is allowed. In addition, there are certain conditions that could allow a life policy to be issued at an allowable risk class but still lead to a decline on the LTC ADBR. Please consult with your underwriter for more details.

Rider Premiums – LTC ADBR has a premium associated with it that has both a current amount and a guaranteed maximum premium. While on claim, after the elimination period, we will waive any premiums due unless such premiums would be used to purchase additional insurance on the Insured.

#### Qualifying for long-term care benefits under this rider

– The Insured must be under a Plan of Care, certified by a physician to be unable to perform at least 2 of the 6 Activities for Daily Living or have a severe cognitive impairment. The Insured must be receiving qualified long-term care services at time of claim.

**Elimination Period** – there is a 90-day elimination<sup>18</sup> period which must be satisfied prior to receiving any benefit payments. The days do not have to be continuous, but must be satisfied within a 24-month period. The elimination period needs to be satisfied only once.

Exercising the Rider – If the claim is approved, benefit payments will be made if the policy is active, fully paid up, reduced paid up or on an active disability claim.

Please note that the rider cannot be exercised if the policy is on Extended Term Insurance.

Every 12 months, after the initial effective date of the approved claim, the policy owner must recertify that the Insured is still meeting the eligibility requirements, if they want to continue receiving benefits.

<sup>&</sup>lt;sup>16</sup> The LTC ADBR is not considered long-term care insurance in the state of NY.

<sup>&</sup>lt;sup>17</sup> The policy owner should consult with a tax advisor as to any tax implications that may arise from exercise of this Rider.

<sup>18</sup> NY has a 90-day eligibility period that must be satisfied before any LTC benefit payments will be made. LTC benefit payments will cover the eligibility period after it has been satisfied.

The Insured must be certified by a physician to be unable to perform, without substantial assistance from another person, at least two out of the following six Activities of Daily Living (ADLs) or have severe cognitive impairment.

#### Activities of Daily Living are defined as:

- Bathing: Washing oneself by sponge bath, or in a tub or shower, including getting into or out of the tub or shower.
- Continence: Ability to maintain control of bowel and bladder function; or, when not able to maintain control of bowel or bladder function, the ability to perform related personal hygiene (including caring for catheter or colostomy bag).
- Dressing: Putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs.
- Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously.
- Toileting: Getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene.
- Transferring: Moving into or out of a bed, chair or wheelchair.

Eligible Death Benefit – The Eligible Death Benefit will be determined the first time this rider is exercised. This amount will only be recalculated if there is a change in the policy's Net Death Benefit that is not a result of exercising of this rider. For purposes of this determination, the eligible death benefit equals the base amount of insurance plus any Additional Insurance (AI), plus any Enricher death benefit, minus any outstanding loans.

#### Maximum Lifetime Percentage - 90%

#### Maximum Lifetime Benefit Amount -The lesser of

- a) 90% of the Eligible Death Benefit at time of the initial claim, or
- b) \$10,000,000

**Benefit Payments** – We will pay benefits on a monthly basis once we receive proof that the Insured has a qualified claim and is receiving services under a Plan of Care. Payments will continue until the earlier of the date: the Insured no longer

qualifies; or the Rider or your Policy terminates. The owner may change the amount of the monthly benefit payment at any time subject to the Minimum and Maximum provisions.

**Minimum Monthly LTC Benefit**- \$500 (subject to state variation)

Maximum Monthly LTC Benefit – The lesser of 2% of the Eligible Proceeds; or 30 times the HIPAA per diem limit declared by the IRS for the calendar year in which the LTC payment is made.

#### Effects of LTC Benefit Payments on the Policy

- The policy's death benefit will be reduced dollar for dollar by the amount of the claim paid to the owner, while the policy's cash surrender value is reduced proportionately.
- All policy and rider premiums not already waived will be waived while the insured is on claim, unless such premiums would be used to purchase additional insurance on the Insured.
- If there is an outstanding loan on the policy, a portion of the LTC Benefit Payment will go to repay a portion of the outstanding loan.
- After a benefit payment has been made, any future dividends will be pro-rated for the portion of the policy year that the face amount was at the higher level and at the lower level, unless the dividend for the upcoming anniversary has already been declared.

#### Conditions Not Covered

Benefits under this rider will not be payable if the Insured's chronic illness is the result of:

- 1. Attempted suicide or intentionally self-inflicted injury while sane or insane; or
- 2. Treatment of alcoholism or drug addiction, unless the addiction was due to drugs taken on the advice of a physician; or
- 3. Any war, or act of war (whether declared or undeclared); or
- 4. The commission of, or attempt to commit, an assault or a felony by the Insured.

**Riders and Benefits Interaction** – When the LTC ADBR is exercised, some riders will continue for their full coverage amounts without interruption, while others will be reduced.

#### **PAIR**

The PAIR will be reduced proportionately to the base reduction. Premiums for this rider will not be waived.

#### Accelerated Death Benefit Rider (ADBR)

The ADBR will continue under the terms of the rider. If a policy owner exercises the ADBR, the LTC ADBR will terminate. The Death Benefit available under ADBR will be reduced by any LTC Benefit payments.

#### Accidental Death Benefit (ADB)

The ADB rider will continue for its full coverage amount and premium regardless of whether that amount violates any limits imposed on a non-accelerated policy.

#### Disability Waiver of Premium (DW)

The DW premium will continue to be charged, based on the reduced benefits. DW benefits will be payable under the terms of the rider and will continue to cover any existing PAIR Waiver premium.

#### Guaranteed Insurability Rider (GIR)

The GIR benefits (and option exercise rights) continue under the terms of the rider.

#### Children's Term Insurance Rider (CTIR)

The CTR benefits (and option exercise rights) continue under the terms of the rider.

#### Termination

The Rider will terminate upon the earliest of:

- The date on which the Policy would be disqualified as a life insurance contract under the Internal Revenue Code as interpreted by the Internal Revenue Service because this Rider is attached;
- 2. The date the Maximum Lifetime Benefit Amount has been paid;
- 3. The date the Policy to which this Rider is attached terminates:
- 4. The date of our receipt of the owner's request in writing to terminate the Rider;
- 5. The date we pay a benefit for the Accelerated Death Benefit Rider;
- 6. The end of the Grace Period for the Rider; or
- 7. The date the Policy lapses and is continued under the Extended Term Insurance Option.

Any benefits received under this rider may adversely affect the recipient's eligibility for public assistance programs, and the benefits received under this rider may be taxable.

There may be additional state variations that are not captured in this Producer Guide. Please refer to the LTC ADBR sample contract for your particular state.

**Please Note:** MetLife Insurance Company USA and Metropolitan Life Insurance Company have designed this document to provide introductory information on the subject matter. State variations apply. Certain riders may not be available in all states. Descriptions herein are incomplete — for a full explanation of the terms and exclusions, please refer to the policy and the riders.

New York has an approved rider that provides for acceleration of the death benefit in the event that the insured needs long term care, as defined by the rider. It is not a long term care policy in this state, and consequently producers do not need to obtain a health insurance nor a LTC certification. MetLife's LTC training will still be required.

There are differences between the NY rider and the LTC rider described above, notably that: care must be provided pursuant to a plan of care certified by a licensed health care practitioner (and not a physician); there is no elimination period; and benefits are paid retroactively after the expiration of the eliqibility period.

Both the Enhanced Care Acceleration Rider and Acceleration of Death Benefit for Qualified Long-Term Care Services Rider are life insurance riders that accelerate the death benefit on account of the insured's chronic illness. They are not health insurance policies providing long term care insurance subject to the minimum requirements of New York Law, and do not qualify for the New York State Long Term Care Partnership program. Neither one is a Medicare supplement policy.

Any discussion of taxes is for general informational purposes only, does not purport to be complete or cover every situation, and should not be construed as legal, tax or accounting advice. Clients should confer with their qualified legal, tax and accounting advisors as appropriate.

MetLife, its agents, and representatives do not provide tax and/or legal advice.

MetLife Promise Whole Life, MetLife Promise Whole Life 120, MetLife Promise Whole Life Select 10, MetLife Promise Whole Life Select 20, and MetLife Promise Whole Life Select 65 are issued by MetLife Insurance Company USA generally on Policy Form 5E-12-10 in all jurisdictions except New York, where they are issued by Metropolitan Life Insurance Company on Policy Form 1-15-13-NY. All guarantees are subject to the claims-paying ability and financial strength of the issuing insurance company.

#### **Whole Life Insurance Products:**

Not A Deposit
 Not FDIC Insured
 Not Insured By Any Federal Government Agency
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### MetLife

**MetLife Insurance Company USA** 11225 North Community House Road Charlotte, NC 28277

Metropolitan Life Insurance Company 200 Park Avenue New York, NY 10166 metlife.com

1606-575826 CS BDWL577829 © 2016 METLIFE, INC. L0616468304[0617]