



**New York Life Insurance Company**  
 – A Mutual Company Founded in 1845 –  
 51 Madison Avenue, New York, NY 10010

**GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE CERTIFICATE  
 ("CERTIFICATE")**

<b>POLICYHOLDER</b>	CALIFORNIA STATE EMPLOYEES ASSOCIATION
<b>POLICY NUMBER</b>	G-29148-0 (the "Policy")
<b>CONTRACT STATE</b>	CALIFORNIA

**NEW YORK LIFE** certifies that, as stated on the When Insurance Takes Effect page(s), a person becomes a COVERED PERSON on the INSURANCE DATE stated on the Individual Schedule of Benefits.

Insurance is subject to: (a) any exclusions and limitations of the Policy and all other terms and conditions of the Policy; and (b) New York Life's underwriting requirements.

**No Interim Liability** New York Life is not liable for requested initial or restored insurance on any person while a request for such insurance is being processed, even if New York Life has accepted a remittance for such requested insurance. New York Life will not be liable for such insurance if the request is not formally approved and will return any such premium remittance.

The Policy is executed on the Effective Date, which is its date of issue. It is issued in consideration of the payment of the premium.

**Renewal** Insurance under the Policy will be renewed automatically on each Anniversary Date if its terms and conditions are met. Insurance for an INSURED MEMBER will be renewed automatically on each CONTRIBUTION DATE for an INSURANCE PERIOD if the terms and conditions of the Policy are met.

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight at the place the INSURED MEMBER resides.

Highlights and other details of insurance appear in the Individual Schedule of Benefits page(s). This page is attached to and made a part of the Certificate.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to an INSURED MEMBER under the Policy.

**Right To Examine The Certificate For 30 Days** Except for TRANSFER INSURANCE, an INSURED MEMBER will have 30 days from the date of receipt to examine the certificate. If the INSURED MEMBER does not wish to keep the certificate, it must be surrendered to New York Life within this period. Upon such surrender, New York Life will return any premium paid and insurance will be void from the start.

*Susan A. Thigpen*  
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 Secretary

*Richard J. Lovest*  
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 President

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**DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS PAGES.**

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GMR-TABLE

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### IMPORTANT NOTICE

**Certificate** The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The INSURED MEMBER should contact New York Life with questions regarding insurance.

**Claims** A claim should be submitted in accordance with the following:

**Notice Of Claim** The claimant must write to New York Life about a claim within 20 days after the occurrence of any loss covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

**Claim Forms** New York Life will send the claimant claim forms within 15 days after notice of claim is received. If New York Life does not send the forms within 15 days, the claimant can send written proof of claim. The claim form or proof must show the date, cause and extent of the loss.

**Proof Of Loss** New York Life must receive satisfactory proof of the loss within 90 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible.

**Claims Payment** The benefit is payable as soon as satisfactory proof of the covered loss is received.

**Legal Action** The claimant cannot start any legal action: (a) within 60 days after a claim form or proof of loss is sent; or (b) more than three years after a claim form or proof of loss is due.

**Errors** Errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.

**Examination** New York Life, at its own expense, has the right and opportunity to:

1. have a person, for whom claim is made, examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending; and/or
2. in the event of loss of life: (a) request an autopsy where it is not forbidden by law or religious belief; and/or (b) examine the medical records of the deceased; to determine the cause of the loss.

**Incontestability** - Except for provisions which relate to eligibility for insurance and for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial or restored insurance on a COVERED PERSON after it has been in force for two years prior to the contest under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT

IMPORTANT NOTICE (Continued)

in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties. The time insured under: (a) the PREVIOUS POLICY for TRANSFER INSURANCE; (b) a policy being surrendered and replaced, except that this does not apply to amounts of insurance in excess of the amount of insurance in the policy being replaced; or (c) a policy being replaced due to a reduction in the amount of insurance; will also be used to determine if the two year contestable period has elapsed.

**Misstatements** Subject to the Errors and Incontestability sections, if relevant statements of age were not accurate for any person, a fair adjustment of remittances and/or insurance will be made as follows:

1. if the age has been overstated: (a) the amount of remittance will be adjusted to reflect the difference between the remittance applicable at the correct age and the incorrect remittance previously paid; and (b) the Policyholder will refund the amount of any corresponding adjustment, except that: If insurance has been erroneously reduced because such person was thought to have reached a higher age bracket, as stated on the Schedule page(s), the amount of insurance and remittance will be adjusted based on such person's correct age; or
2. if the age has been understated: (a) the amount of insurance will be adjusted downward for any INSURANCE PERIOD, in proportion to the ratio of the charges previously paid for such INSURANCE PERIOD to the prescribed charges at the correct age for such INSURANCE PERIOD; and (b) there will be no adjustment to any remittance previously paid, except that: If insurance was not reduced because such person was thought to have been in a lower age bracket, as stated on the Schedule page(s), the amount of insurance and remittance will be adjusted based on such person's correct age.

**Policy Changes** The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by New York Life and: (a) results from the exercise of a right reserved to New York Life in the Policy; (b) is issued to conform to any law and/or regulation which, in New York Life's sole judgment, applies to the insurance under the Policy; or (c) results from the termination or change in an agreement between New York Life and a third party, if such agreement is separate and distinct from the Policy and provided the Policyholder is not a party to such agreement. No agent of New York Life can make or change the Policy or waive any of its provisions.

**Termination By The Policyholder** - The Policyholder may terminate the Policy, only after the first Anniversary Date, by giving written notice to New York Life at least 90 days in advance.

**Termination By New York Life** - New York Life can terminate the Policy, only after the first Anniversary Date, by giving written notice to the Policyholder at least 90 days in advance.

G-29148-0  
GMR-C-NOTICE (cont.)

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**WHEN INSURANCE TAKES EFFECT**

**Requests** An APPLICANT can request to:

1. become initially insured for MEMBER INSURANCE or MEMBER INSURANCE and DEPENDENT INSURANCE for each of his or her ELIGIBLE DEPENDENTS, subject to the Principal Sums Available section stated on the Schedule page(s). TRANSFER INSURANCE on each APPLICANT or each APPLICANT and each of his or her ELIGIBLE DEPENDENTS will automatically be transferred to the Policy on the TRANSFER DATE, except that: New York Life will not duplicate liability which remains with the carrier of the PREVIOUS POLICY; and/or
2. restore insurance on each former COVERED PERSON for whom insurance ended, if: (a) insurance ended for such person because the CONTRIBUTION was not paid; and (b) the proposed COVERED PERSON is an ELIGIBLE MEMBER or an ELIGIBLE DEPENDENT. If the request is approved, all terms and conditions of the Policy applicable to the person at the time insurance ended will be reinstated, subject to any changes in the Policy.

G-29148-0  
GMR-TE

WHEN INSURANCE TAKES EFFECT (Continued)

**For Insurance To Take Effect** For initial insurance or restoration of insurance to take effect, the APPLICANT must:

1. give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life. A written request for TRANSFER INSURANCE must be given within 31 days after the TRANSFER DATE. New York Life will treat a request for insurance submitted to the carrier of the PREVIOUS POLICY as a request for insurance submitted to New York Life. A written request for restoration must be given within six months after the date such CONTRIBUTION was due;
2. pay the CONTRIBUTION. Any contribution paid under the PREVIOUS POLICY for such insurance, covering the period on or after the INSURANCE DATE, will be applied to insurance under the Policy. For restoration of insurance, CONTRIBUTION includes all unpaid CONTRIBUTIONS from the date insurance ended; and
3. for DEPENDENT INSURANCE, be an INSURED MEMBER on the INSURED DEPENDENT'S INSURANCE DATE.

**When Insurance Takes Effect** Insurance takes effect on the INSURANCE DATE. No benefits will be paid for any loss or disability occurring before the INSURANCE DATE.

**Subsequent Child** - If the APPLICANT has DEPENDENT INSURANCE in force for children, any child he or she later acquires will become insured on the day such child first becomes an ELIGIBLE CHILD.

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GMR-TE

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**AD&D INSURANCE**

New York Life will pay a benefit for a COVERED PERSON'S Covered Loss in accordance with all of the following:

**Covered Loss** A Covered Loss is a loss that:

1. except as stated in the Exposure and Disappearance liberalizations, a COVERED PERSON suffers, but only if such loss results from an accidental injury and such: (a) loss occurs within 12 months of such injury; (b) injury occurs while he or she is insured under the Policy; and (c) injury is the direct result of the accident and is independent of all other causes. Termination of the Policy or of a COVERED PERSON'S insurance will not prejudice the payment of benefits for a Covered Loss which resulted from an accidental injury that occurred before the date of such termination.

**Exposure** - A loss which results from exposure to the elements, resulting from the forced landing, stranding, sinking or wrecking of a conveyance in which the COVERED PERSON was an occupant, will be considered the result of an accidental injury.

**Disappearance** - If the COVERED PERSON is riding in a conveyance and such conveyance either disappears or sinks as the result of an accident and the COVERED PERSON'S body is not found within one year after the accident, New York Life will presume the COVERED PERSON suffered a loss of life due to an accidental injury;

2. is listed on the Table Of Benefits on the Schedule page(s); and
3. is not excluded in the Exclusions section.

**Exclusions** The following losses are excluded:

**Air Travel** - A loss that occurs during or is a direct result of the COVERED PERSON'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless the COVERED PERSON is traveling solely as a passenger.

**Disease/Infirmary** - A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (1) accidental cut or wound; or (2) accidental ingestion of contaminated material.

**Drugs** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S: (a) use of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents, unless such use is as prescribed by a doctor or accidentally administered; or (b) illegal use of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents.

**Self-Inflicted Injury/Suicide** - A loss that: (a) is due to or is related to: (1) suicide; (2) an attempt at suicide; or (3) an intentionally self-inflicted injury; (b) occurs during an attempt at suicide; or (c) occurs while intentionally injuring oneself, while the COVERED PERSON is sane or insane.

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GMR-ADD

## AD&D INSURANCE (Continued)

**Treatment** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; any medical, dental or surgical treatment unrelated to the accident which would otherwise entitle the COVERED PERSON to benefits.

**War Conditions** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S engagement in any of the following in a role other than as a victim: (a) in war, (b) an act of war, or (c) an armed conflict which involves the armed forces of one or more countries.

**For The Benefit To Be Paid** For a Covered Loss to be paid, New York Life must: (a) receive satisfactory proof of the COVERED PERSON'S loss within 90 days after such loss. If it is not possible to give proof within such 90 day period, it must be given as soon as reasonably possible; and (b) determine that the loss is a Covered Loss.

**What Benefit Is Payable** The benefit payable for a Covered Loss is the applicable percentage of the Principal Sum in force for the COVERED PERSON on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable as soon as satisfactory proof is received. A single payment is made unless payment in installments has been elected in accordance with the Payment In Installments and Request Procedure sections. In addition to the benefits payable for a Covered Loss, a COVERED PERSON may be entitled to the benefits outlined below.

**Education Benefit** - If an INSURED MEMBER'S death is a Covered Loss and such INSURED MEMBER has DEPENDENT INSURANCE in force for his or her spouse and/or children, New York Life will pay an additional benefit if, at the time of such INSURED MEMBER'S death, his or her INSURED DEPENDENT CHILD(REN) is: (a) a student attending an institution of higher learning, including but not limited to a college or a vocational or technical school on a full-time basis as determined by such institution; or (b) within 12 months of attending such institution and provides proof of enrollment in such institution; and/or his or her INSURED DEPENDENT SPOUSE is enrolled in a licensed professional or trade school training program for the purpose of obtaining an independent source of support and maintenance.

For a DEPENDENT CHILD the benefit payable is the lesser of: (a) 2% of the INSURED MEMBER'S Principal Sum in force on the date of his or her death; or (b) \$2,500. The benefit is payable each year for up to four consecutive years, except that: The benefit will end for an INSURED DEPENDENT if he or she ceases to be a full-time student as stated above.

For a SURVIVOR SPOUSE the benefit payable is \$3,000 within 30 months following the date of the INSURED MEMBER'S death, provided the SURVIVOR SPOUSE successfully completed the program and received a certificate or degree upon completion.

The benefit payable for an INSURED CHILD is payable to the SURVIVOR SPOUSE, or if the SURVIVOR SPOUSE is not the legally appointed guardian of the INSURED CHILD, the benefit will be paid to the INSURED CHILD'S legally appointed guardian or at the option of New York Life to the INSURED CHILD.

**Seat Belt Benefit** - New York Life will pay a death benefit of 10% of the Principal Sum for which a COVERED PERSON is insured up to a maximum of \$10,000 if a COVERED PERSON dies as a result of injuries sustained in an automobile accident while: (a) traveling; and (b) properly wearing a seat belt. A copy of the accident report made out by the policy must be submitted to New York Life.

### **Beneficiary**

**Covered Loss** Except as stated below, the benefit payable for a COVERED PERSON'S Covered Loss, other than for his or her loss of life, will be paid to the INSURED MEMBER.

The benefit payable for an INSURED MEMBER'S loss of life will be paid in accordance with the Death Benefit subsection of the Beneficiary section.

**Death Benefit** Except as stated below, the Death Benefit will be paid to the designated beneficiary(ies). However, if at the time of the COVERED PERSON'S death there is no surviving beneficiary for any designated share of the Death Benefit, such share will be paid to the executor or administrator of the COVERED PERSON'S estate, or at the option of New York Life, to the COVERED PERSON'S surviving relative(s) in the following order of survival: lawful married spouse; children equally; parents equally; or brothers and sisters equally.

In addition, if a beneficiary dies within 15 days after the COVERED PERSON, New York Life will consider such beneficiary to have predeceased such COVERED PERSON, if payment has not already been made.

## AD&D INSURANCE (Continued)

For MEMBER INSURANCE, the INSURED MEMBER can designate a beneficiary or change his or her beneficiary designation.

For an INSURED DEPENDENT, the automatic beneficiary is the INSURED MEMBER.

One or more beneficiaries can be designated. If more than one beneficiary is designated, they can be classified as Primary Beneficiary ("Primary Beneficiary" is the person(s) named to first receive the proceeds of the insurance), or Contingent Beneficiary ("Contingent Beneficiary" is the person(s) named to receive the proceeds of the insurance if no Primary Beneficiary survives. Each beneficiary's share can be stated. If more than one beneficiary is designated and if their respective interests have not been stated, they will share alike.

**Facility Of Payment** - New York Life has the right to pay up to \$250 of the benefit to anyone who has incurred expenses for the COVERED PERSON'S fatal illness or burial ("payee").

**Forfeiture Of Payment** - No payment will be made to any person(s) if such person(s) is the principal or an accomplice in willfully bringing about the death of the COVERED PERSON. Payment will be made in accordance with this section as though that person(s) had died before the COVERED PERSON.

**Payment In Installments** Any COVERED PERSON who can designate a beneficiary can elect to have all or any part of the benefit payable in the event of his or her death paid in installments. He or she can later revoke or change such election. After the COVERED PERSON'S death, his or her beneficiary can elect to have all or any part of the Death Benefit or Covered Loss benefit, to which he or she is entitled, paid in installments, if: (a) the COVERED PERSON did not elect payment in installments; (b) the beneficiary is an adult natural person; and (c) no payment has been made. The beneficiary can later revoke or change his or her election. The amount and terms of the installments will be in accordance with New York Life's standard practices at the time of such election or change.

**Transfer Of Ownership** An INSURED MEMBER can transfer all incidents of ownership of his or her AD&D Insurance. The Policyholder agrees to accept CONTRIBUTIONS directly from the transferee. Except as stated in this section, an INSURED MEMBER'S insurance cannot be transferred or assigned.

**Request Procedure** To: (a) designate a beneficiary or change a beneficiary designation; and/or (b) transfer ownership; New York Life must be given a completed, written request on a form satisfactory to it. Such request must be approved and recorded by or on behalf of New York Life. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by or on behalf of New York Life before the recording. Requests in effect under the PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

G-29148-0  
GMR-ADD (cont.)

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### WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), a COVERED PERSON'S insurance will end on the earliest of:

1. for an INSURED MEMBER, the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer a member of the ASSOCIATION;
2. the last day of the Grace Period, stated below, that follows the end of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid for the COVERED PERSON;

Grace Period – The COVERED PERSON is entitled to a Grace Period of 31 days for the payment of each CONTRIBUTION due except for the first. During the Grace Period, the COVERED PERSON'S insurance continues in force. If the CONTRIBUTION due is not paid before the end of the Grace Period, the COVERED PERSON'S insurance automatically ends on the last day of such Grace Period.

3. for an INSURED DEPENDENT, the date the INSURED MEMBER'S MEMBER INSURANCE ends, except that the INSURED MEMBER may choose to continue his or her DEPENDENT INSURANCE if such MEMBER INSURANCE ended because of payment of the PRINCIPAL Sum;
4. for an INSURED SPOUSE, the last day of the INSURANCE PERIOD during which such INSURED SPOUSE: (a) ceases to be the lawful, married spouse or domestic partner of the INSURED MEMBER; or (b) becomes an INSURED MEMBER;

WHEN INSURANCE ENDS (Continued)

5. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) marries; (b) becomes an INSURED MEMBER; or (c) with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support;
6. the later of: (a) the date stated in the COVERED PERSON'S written request to end the insurance; or (b) the date New York Life receives the COVERED PERSON'S written request to end the insurance;
7. the day before the day the Policy ends or is changed to end insurance for the group of insureds to which the COVERED PERSON belongs; or
8. the COVERED PERSON'S TERMINATION AGE DATE.

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GMR-ENDS

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**CONTINUANCE**

Insurance in force on each COVERED PERSON will continue, after the date it would otherwise have ended as stated on the When Insurance Ends page(s), in accordance with all of the following:

**Handicapped Child Benefit** Insurance in force will continue for an INSURED CHILD who has: (a) reached the TERMINATION AGE DATE; and (b) a Handicap ("Handicap" means a physical or mental disability which: (1) renders the INSURED CHILD incapable of self-sustaining employment; and (2) requires dependency on the INSURED MEMBER or other care provider(s) for support or, in the event of the INSURED MEMBER'S death, on the family or other care provider(s) for support); if:

1. New York Life receives satisfactory proof of such Handicap within 31 days after the date such child's insurance would otherwise have ended due to reaching the TERMINATION AGE DATE; and
2. the CONTRIBUTION is paid.

The benefit will end on the earliest of the following:

1. the last day of the INSURANCE PERIOD during which such child is no longer so Handicapped;
2. the date New York Life does not receive the required proof that such child remains Handicapped as required by New York Life but no more frequently than annually; or
3. the date insurance would otherwise end as stated on the When Insurance Ends page(s).

**Survivor Dependent Benefit** Insurance in force on the day the INSURED MEMBER dies will continue, if the CONTRIBUTION is paid. However, premium will be waived for 12 months if the INSURED MEMBER'S death is due to a Covered Loss.

The amount of such insurance and required CONTRIBUTION will be based on the AGE of the SURVIVOR SPOUSE. Insurance is subject to the changes at the AGES stated on the Schedule page(s). The SURVIVOR SPOUSE can change the Principal Sum in accordance with the applicable provision of the Requests section on the When Insurance Takes Effect page(s).

The benefit will end on the date insurance would otherwise end as stated on the When Insurance Ends page(s).

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GMR-L/ADD C

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**DEFINITIONS**

**APPLICANT** means an ELIGIBLE MEMBER or an INSURED MEMBER.

**ASSOCIATION** means California State Employees Association.

**CONTRIBUTION** means the applicable full periodic payment toward the premium, received by the Policyholder, which is necessary for insurance to take effect on the INSURANCE DATE and/or for insurance to continue in force under the Policy. CONTRIBUTION is determined by the Policyholder and is due on each CONTRIBUTION DATE.

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DEFINITIONS (Continued)

**CONTRIBUTION DATE** means the following dates on or before which the CONTRIBUTION must be paid to the Policyholder:

1. initially: (a) the INSURANCE DATE; or (b) if by agreement between the Policyholder and New York Life and without individual selection, within 31 days after the INSURANCE DATE; and
2. thereafter, the applicable annual, semiannual, quarterly, or monthly date based on the mode of payment elected by the INSURED MEMBER and accepted by the Policyholder.

Modes of payment in effect under the PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

**COVERED PERSON** means an INSURED MEMBER or an INSURED DEPENDENT.

**DEPENDENT INSURANCE** means an INSURED MEMBER'S insurance for his or her INSURED DEPENDENT(S).

**ELIGIBLE DEPENDENT** means a person who is in one of the following classes:

Class 1: An APPLICANT'S:

1. lawful married spouse or domestic partner ("domestic partner" means a person with whom an ELIGIBLE MEMBER maintains a Committed Relationship. "Committed Relationship" means a familial relationship between two individuals characterized by mutual caring and sharing of a mutual residence"), who:
  - a. is identified on the request for group insurance;
  - b. with respect to a domestic partner, completes and submits the Declaration of Domestic Partnership;
  - c. is not a resident of an EXCLUDED STATE;
  - d. is not an ELIGIBLE MEMBER; and
  - e. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent; or
2. natural child, stepchild, or adopted child, who:
  - a. is not married;
  - b. with respect to the stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, or adopted child is substantially dependent upon the family for support;
  - c. if between the ages of 19 and 25 inclusive, is a full-time student;
  - d. has not exceeded the MAXIMUM ELIGIBILITY AGE;
  - e. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children;
  - f. is not an ELIGIBLE MEMBER; and
  - g. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent; or

Class 2: An ELIGIBLE MEMBER'S:

1. lawful married spouse or domestic partner ("domestic partner" means a person with whom an ELIGIBLE MEMBER maintains a Committed Relationship. "Committed Relationship" means a familial relationship between two individuals characterized by mutual caring and sharing of a mutual residence"), identified on the request for group insurance; or
2. unmarried child(ren);

who has not reached the TERMINATION AGE DATE on the TRANSFER DATE, who was insured as a dependent under the PREVIOUS POLICY and for whom such ELIGIBLE MEMBER has TRANSFER INSURANCE.

If both parents of an ELIGIBLE CHILD are INSURED MEMBERS, such child will be considered an ELIGIBLE DEPENDENT of only one parent.



## DEFINITIONS (Continued)

References to an adopted child include a child who is in the custody of the APPLICANT, pursuant to an interim court order of adoption or placement of adoption, whichever comes first, which vests temporary care of the child with the APPLICANT regardless of whether a final order granting adoption is finally issued.

References to **ELIGIBLE SPOUSE** and **ELIGIBLE CHILD(REN)** mean the same as **ELIGIBLE DEPENDENT** spouse and **ELIGIBLE DEPENDENT** child(ren), respectively.

**ELIGIBLE MEMBER** means a person who is in one of the following classes:

Class 1: A person who:

1. is a permanent FULL-TIME employee who is a member of the ASSOCIATION;
2. is not a resident of an EXCLUDED STATE; and
3. is not eligible to become insured under the Policy for TRANSFER INSURANCE; or

Class 2: A person who:

1. is a member of the ASSOCIATION;
2. has TRANSFER INSURANCE.

**EXCLUDED STATE** means: (a) the Province Of Quebec; and (b) anywhere else, except the fifty states of the United States Of America, the District Of Columbia, Puerto Rico or any other province of the Dominion Of Canada.

**FULL-TIME** means the active performance for pay or profit of the regular duties of one's normal occupation on a basis of at least 20 hours each week at a place where such duties are normally performed or other location to which travel is required.

**INSURANCE DATE** means the date that initial or restored insurance takes effect as follows: the first day of the month on or after the date New York Life approves such insurance.

**INSURANCE PERIOD** means the span of time from a CONTRIBUTION DATE through the day before the next CONTRIBUTION DATE, during which insurance continues, if the CONTRIBUTION for such span of time is paid.

**INSURED DEPENDENT** means a person who: (a) was an **ELIGIBLE DEPENDENT** on his or her first **INSURANCE DATE**; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy, including as a **SURVIVOR DEPENDENT**. References to **INSURED SPOUSE** and **INSURED CHILD(REN)** mean the same as **INSURED DEPENDENT** spouse or domestic partner and **INSURED DEPENDENT** child(ren), respectively.

**INSURED MEMBER** means a person who: (a) was an **ELIGIBLE MEMBER** on his or her first **INSURANCE DATE**; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy. References to **INSURED MEMBER** mean the Owner for the incidents of ownership. ("Owner" means the person who has the rights of ownership of the insurance.)

**MAXIMUM ELIGIBILITY AGE** means the oldest an **ELIGIBLE CHILD** can be and still be initially eligible for insurance, as follows: through age 18, or through age 25 if a full-time student.

**MEMBER INSURANCE** means an **INSURED MEMBER'S** insurance for himself or herself.

**PREVIOUS POLICY** means: (a) Group Policy Number T66BA-7831-01 issued to the Policyholder by Mutual Of Omaha Insurance Company; or (b) the plan of benefits provided by another carrier which is being replaced by the Policy.

**SURVIVOR DEPENDENT** means an **INSURED DEPENDENT** of a deceased **INSURED MEMBER**. References to **SURVIVOR SPOUSE** and **SURVIVOR CHILD(REN)** mean the same as **SURVIVOR DEPENDENT** spouse or domestic partner and **SURVIVOR DEPENDENT** child(ren), respectively.

**TERMINATION AGE DATE** means the date insurance for a **COVERED PERSON** ends due to his or her attainment of the stated **AGE**, as follows:

1. the last day of the **INSURANCE PERIOD** during which the **INSURED MEMBER** reaches age 80;

DEFINITIONS (Continued)

2. the last day of the INSURANCE PERIOD during which the SURVIVOR SPOUSE reaches age 80;
3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches age 19, or if the child is a full-time student, reaches age 26, or any other age up to age 26 if the child is no longer a full-time student.

**TRANSFER DATE** means, for each ELIGIBLE MEMBER with TRANSFER INSURANCE: (a) June 1, 2003, with respect to PREVIOUS POLICY T66BA-7831-01, or with respect to any other PREVIOUS POLICY, the date agreed to by the Policyholder and New York Life; if all liability under such PREVIOUS POLICY has ended for the TRANSFER INSURANCE for such ELIGIBLE MEMBER on May 31, 2003, or on such agreed to date; or (b) the day after liability under the PREVIOUS POLICY has ended for such ELIGIBLE MEMBER, if all liability under the PREVIOUS POLICY for the insurance which is being transferred has not ended for such ELIGIBLE MEMBER on May 31, 2003, or on such agreed to date.

**TRANSFER INSURANCE** means the member insurance or member and dependent insurance in force on: (a) with respect to PREVIOUS POLICY T66BA-7831-01, May 31, 2003; or (b) with respect to any other PREVIOUS POLICY, the day before the agreed to TRANSFER DATE; and (c) which is being transferred to the Policy on such TRANSFER DATE.

**SCHEDULE**

The Principal Sum available to each COVERED PERSON is as follows:

Insured Member \*  
\$10,000 through \$500,000 in \$10,000 multiples

Each Insured Dependent \*

The following percentage of the Member's Principal Sum:

<u>Insured Spouse Only</u>	<u>Insured Spouse and Insured Child(ren)</u>	<u>Insured Child(ren) Only</u>
50%	Insured Spouse    40% Insured Child(ren) 10%	10%

**Table Of Benefits**

<u>Covered Loss</u>	<u>Percentage of Principal Sum</u>
loss of life	100%
loss of two limbs	100%
loss of sight of both eyes	100%
loss of one limb and the sight of one eye	100%
loss of speech and hearing	100%
loss of movement of both upper and lower limbs (quadriplegia)	100%
loss of one limb	50%
loss of sight of one eye	50%
loss of speech or hearing	50%
loss of thumb and index finger on one hand	25%

Loss of sight, speech or hearing means total and permanent loss.

Loss of limb means severance through or above the wrist or ankle.

Loss of thumb and index finger means severance through or above the metacarpophalangeal joints.

**Maximum**

The maximum for each COVERED PERSON while he or she is insured under the Policy is as follows:

No more than one benefit, the largest benefit, is payable for all losses to the same limb due to or related to any one accident

No more than the Principal Sum is payable for all losses due to or related to any accident, except as otherwise provided under the What Benefit Is Payable section on the AD&D Insurance page(s).

\* TRANSFER INSURANCE on each COVERED PERSON will equal the amount of insurance in effect on the day before the TRANSFER DATE without regard to the minimum or maximum restrictions.

**Benefit Increase**

Benefit Increase

A Benefit Increase is equal to 5% of the Principal Sum in force on the applicable INSURANCE DATE.

When The Benefit Increase Takes Effect

The INSURANCE DATE for each Benefit Increase is the 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup> and 10<sup>th</sup> anniversary of the COVERED PERSON'S Continuous Coverage under the Policy.

"Continuous Coverage" means coverage uninterrupted after the COVERED PERSON'S INSURANCE DATE either by termination and reinstatement or by any change made at the COVERED PERSON'S request.

