

SERFF Tracking Number: NYLM-126300220 State: Arkansas
Filing Company: New York Life Insurance Company State Tracking Number: 43503
Company Tracking Number: GMR-FACE-DI
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.004 Other
Product Name: Disability Income Insurance
Project Name/Number: GMR-FACE-DI/GMR-FACE-DI

Filing at a Glance

Company: New York Life Insurance Company

Product Name: Disability Income Insurance

TOI: H11G Group Health - Disability Income

Sub-TOI: H11G.004 Other

Filing Type: Form

SERFF Tr Num: NYLM-126300220 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 43503

Co Tr Num: GMR-FACE-DI

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Authors: Katie Ficarelli, Deborah
Moffat

Disposition Date: 09/24/2009

Date Submitted: 09/15/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GMR-FACE-DI

Project Number: GMR-FACE-DI

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Group Market Type: Association, Discretionary,
Trust, Other

Explanation for Other Group Market Type:

Labor Unions

State Status Changed: 09/24/2009

Created By: Katie Ficarelli

Corresponding Filing Tracking Number:

Filing Status Changed: 09/24/2009

Deemer Date:

Submitted By: Katie Ficarelli

Filing Description:

New York Life Insurance Company

1 Rockwood Road

Sleepy Hollow, NY 10591

Bus: 914-846-3452

Fax: 914-846-4366

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Product Name: Disability Income Insurance
Project Name/Number: GMR-FACE-DI/GMR-FACE-DI
E-Mail: bdreizen@newyorklife.com

Bruce E. Dreizen
Corporate Vice President - Contracts
Hon. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
Division of Compliance
Life and Health
1200 West Third Street
Little Rock, AR 72201-1904

Re: New York Life Insurance Company
NAIC # 66915
FEIN # 13-5582869
Group Disability Income Insurance Filing
Form Filing

Dear Ms. Bowman:

Please find enclosed for approval on a general basis New York Life Insurance Company's ("New York Life") Group Disability Income Insurance filing. These forms are filed for delivery in or outside the state of Arkansas. This filing is new and not intended to replace any existing filing.

These forms provide group disability income insurance, illustrating coverages and provisions that will be drawn upon and modified to create a policy and certificate.

These forms are intended for use with all types of authorized groups in Arkansas other than any permitted debtor groups. New York Life intends to market the forms primarily to association groups, including professional associations. New York Life anticipates using all distribution channels to market these forms.

To assist in your review, please find enclosed a flesch certification and forms listing. Text will always be at least 10 point type. Please be advised that New York Life's form numbering system includes forms coded with "GMR" prefix which are for use as part of both the Policy and Certificate. Those forms which include the code "GMR-P" are for use with the policy only, and those forms coded with "GMR-C" are certificate forms only.

To assist in your review, we have enclosed the General Statements Pertaining To The Use And Purpose Of The Forms, which summarizes our intended use of these forms and provides an explanation of variable language. Variable

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language appears as shaded in the submitted forms. We wish to confirm that no variable provision will contain any language that is not in complete compliance with the applicable statutes, rules and regulations of the state of delivery or any other states with extra-territorial laws and regulations.

Thank you for your attention to this form filing. Please review the enclosed items and provide us with your approval. Should you have any questions, please feel free to contact me at the phone number listed above or via e-mail at brucedreizen@newyorklife.com.

Sincerely,

Bruce E. Dreizen
 Corporate Vice President- Contracts

Company and Contact

Filing Contact Information

Katherine Ficarelli, katherine_e_ficarelli@newyorklife.com
 One Rockwood Road 914-846-3792 [Phone]
 Sleepy Hollow, NY 10591

Filing Company Information

New York Life Insurance Company CoCode: 66915 State of Domicile: New York
 51 Madison Avenue Group Code: -99 Company Type:
 New York, NY 10010 Group Name: State ID Number:
 (212) 576-5814 ext. [Phone] FEIN Number: 13-5582869

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance Company	\$50.00	09/15/2009	30554460

SERFF Tracking Number: NYLM-126300220 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/24/2009	09/24/2009

SERFF Tracking Number: NYLM-126300220 *State:* Arkansas
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Disposition

Disposition Date: 09/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

This submission is being approved with the understanding that our Department does not give blanket authorization to issued the policy to any association group. All association groups must have our Department's prior approval and comply with ACA 23-86-106 (2)(A)(i)(ii)(iii). Also, refer to (C)(i).

When submitting an association group for approval, please provide additional information as outlined in the attached questionnaire.

Thank you for your understanding and cooperation.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Group Insurance Policy Providing, Until Termionat: Disabilty Income Insurance and Accident Disability Income Insurance to Age 70	Approved-Closed	Yes
Form	Group Disability Income Insurance and Accident Disability Income Insurance to Age 70 Certificate ("Certificate)	Approved-Closed	Yes
Form	Memorandum of Variability	Approved-Closed	Yes
Form	Group Life and/or Health Guaranteed Issue Offer Enrollment Form	Approved-Closed	Yes

We have received your filing regarding the above named association/ discretionary group. To determine if this organization is a qualified group under our statutes, please provide the answers to the following questions:

1. Name and address of the group.
2. Is this group incorporated? If so, give state of incorporation.
3. Is there a current office in Arkansas?
4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.
5. Are annual dues charged? If so, specify amount.
6. What are the specific activities of the organization?
7. What benefits are provided to the members in addition to insurance?
PLEASE ATTACH BROCHURES ON THE BENEFITS.
8. What qualifies an individual for membership?
9. How are members recruited? If by mailing list, advise the source of this list.
10. Attach a copy of the organization by-laws.
11. Also, enclose a list of dues paying members residing in Arkansas with full addresses. If the organization considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.
12. Please attach a copy of the organization's most recent financial statement.
13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

Approval of the organization as a qualified group for insurance purposes will be determined upon receipt of your reply.

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Form Schedule

Lead Form Number: GMR-FACE-DI

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 09/24/2009	G-11111-1 GMR-FACE	Policy/Cont ract/Fratern al Certificate	Group Insurance Policy Providing, Until Termionat: Disabilty Income Insurance and Accident Disability Income Insurance to Age 70	Initial		50.000	Disability- Policy.pdf
Approved-Closed 09/24/2009	G-11111-1 1/CERT	Certificate	Group Disability Income Insurance and Accident Disability Income Insurance to Age 70 Certificate ("Certificate)	Initial		50.000	Disability- Certificate.pdf
Approved-Closed 09/24/2009	Memorand um of Variability	Other	Memorandum of Variability	Initial			Disability Explanation of Variable.pdf
Approved-Closed 09/24/2009	GMA-GI L/H1	Application/ Enrollment Form	Group Life and/or Health Guaranteed Issue Offer Enrollment Form	Initial			GMA-GI LIFE and HEALTH.pdf



New York Life Insurance Company

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

POLICYHOLDER
EFFECTIVE DATE
ANNIVERSARY DATES
POLICY NUMBER
CONTRACT STATE

THE ABC ASSOCIATION
JANUARY 1, 2008
JANUARY 1, 2009 and each subsequent JANUARY 1
G-11111-1 (the "Policy")
NEW YORK

NEW YORK LIFE will pay the benefits of the Policy in accordance with its provisions.

The attached pages are a part of the Policy.

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.

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 initial certificate. If the **INSURED MEMBER** does not wish to keep the initial 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. Notice of this right will appear in certificates.

Susan A. Thorne Secretary
Thomas A. DeWitt President
Bruce G. DeWitt Countersignature

GROUP INSURANCE POLICY PROVIDING, UNTIL TERMINATION:
DISABILITY INCOME INSURANCE
ACCIDENT DISABILITY INCOME INSURANCE TO AGE 70

CONTRIBUTORY

ANNUAL DIVIDENDS

G-11111-1

1/1/08

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WHEN INSURANCE TAKES EFFECT

Requests An APPLICANT can request to:

1. become initially insured for MEMBER INSURANCE and/or MEMBER INSURANCE and SPOUSE INSURANCE, subject to the Plans, Waiting Periods Available and Monthly Benefits Available sections as stated on the Schedule page(s). TRANSFER INSURANCE on each APPLICANT 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 if insurance ended because ACTIVE DUTY IN THE ARMED FORCES began. If the request is approved, all terms and conditions of the Policy applicable to the APPLICANT at the time insurance ended will be reinstated, subject to any changes in the Policy.

For Insurance To Take Effect For initial insurance or restoration of insurance to take effect:

1. the APPLICANT must give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life. For TRANSFER INSURANCE, 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 of insurance must be given within three months after the date ACTIVE DUTY IN THE ARMED FORCES ended;
2. the APPLICANT must give New York Life satisfactory medical evidence of insurability, if such evidence is required. Such evidence is not required for: (a) TRANSFER INSURANCE; or (b) restoration of insurance;
3. the APPLICANT must pay the CONTRIBUTION no later than the initial CONTRIBUTION DATE. 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;
4. the COVERED PERSON must be at FULL-TIME WORK on the INSURANCE DATE (the FULL-TIME WORK requirement does not apply to TRANSFER INSURANCE);
5. for SPOUSE INSURANCE, the APPLICANT must be an INSURED MEMBER on the INSURED SPOUSE'S INSURANCE DATE; and
6. New York Life must approve the insurance.

Subject to the exception stated below, the effective date of insurance is the first day of the policy month on or after the day all these requirements are met.

Exception: The INSURANCE DATE for a COVERED PERSON who was not at FULL-TIME WORK on the date such insurance would otherwise have taken effect is the first day of the month on or after the day the COVERED PERSON returns to FULL-TIME WORK for at least 90 consecutive days, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) the COVERED PERSON is still eligible to obtain the insurance on that day.

If these requirements are not satisfied, insurance will not take effect.

No benefits will be paid for any disability occurring before the INSURANCE DATE.

SCHEDULE

DISABILITY INCOME INSURANCE

Active Plans

Plan 1

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
Before his or her 63 rd birthday	To his or her 65 th birthday
Age 63 but before his or her 65 th birthday	2 years
Age 65 but before his or her 70 th birthday	1 year

Plan 2

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
Before his or her 61 st birthday	5 years
Age 61 but before his or her 62 nd birthday	4 years
Age 62 but before his or her 63 rd birthday	3 years
Age 63 but before his or her 65 th birthday	2 years
Age 65 but before his or her 70 th birthday	1 year

Frozen Plans

Plan A

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
Before his or her 63 rd birthday	To his or her 65 th birthday
Age 63 but before his or her 65 th birthday	2 years
Age 65 but before his or her 70 th birthday	1 year

Plan B

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
Before his or her 61 st birthday	5 years
Age 61 but before his or her 62 nd birthday	4 years
Age 62 but before his or her 63 rd birthday	3 years
Age 63 but before his or her 65 th birthday	2 years
Age 65 but before his or her 70 th birthday	1 year

For a Covered Residual Disability, the Maximum Benefit Period is the remaining Maximum Benefit Period for the INSURED MEMBER'S Covered Total Disability.

SCHEDULE

* The Maximum Benefit Period for all Covered Disabilities of an INSURED MEMBER which are due to or related to Mental Disorders and/or Chemical Dependency while such person is insured under the Policy, whether insurance has been continuous or interrupted, cannot exceed the lesser of: (a) 24 months; or (b) the Maximum Benefit Period for a Covered Total Disability. This limitation does not apply to any period during which such INSURED MEMBER is institutionalized.

“Mental Disorder” means a condition due to or resulting from psychiatric or psychological conditions, regardless of cause, such as: (a) schizophrenia; (b) depression; (c) manic depressive or bipolar illness; (d) anxiety; (e) personality disorders; and/or (f) adjustment disorders or other conditions, usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions. This limitation does not apply to dementia, if due to: (a) stroke; (b) trauma; (c) viral infection; (d) Alzheimer’s disease; or (e) other conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other modalities.

“Chemical Dependency” means the abuse of or psychological or physical dependency on or addiction to alcohol or a controlled substance. For purposes of this definition, "controlled substance" means a toxic inhalant, a volatile chemical, abusable glue or aerosol paint, or a substance designated as or considered a controlled substance under applicable federal, state or local authority.

Waiting Periods Available

30**, 60, or 90 days

** Frozen Plans Only

Except that: If an INSURED MEMBER suffers a Covered Disability as a result of an ORGAN DONATION, his or her WAITING PERIOD will be 0 days for that Covered Disability.

Basic Monthly Benefits Available

\$200 through \$5,000, in multiples of \$100

Except that:

A Monthly Benefit is not available to an APPLICANT if the amount of the Monthly Benefit, when combined with the total of any other disability insurance, prorated monthly, for which the APPLICANT is insured or for which he or she is applying, would exceed 70% of his or her AVERAGE MONTHLY INCOME, subject to New York Life’s underwriting requirements.

The Monthly Benefit Amount will reduce to a maximum of \$3,000 when the INSURED MEMBER reaches AGE 60, and further reduce to a maximum of \$1,000 when the INSURED MEMBER reaches AGE 65.

Note:

TRANSFER INSURANCE on each INSURED MEMBER will equal the amount of insurance in effect on the day before the TRANSFER DATE without regard to the minimum, maximum, or multiple restrictions. However, any changes are subject to the applicable Plans Available, Waiting Periods Available and Monthly Benefits Available sections.

SCHEDULE

Cost Of Living Option

If this option is elected and approved by New York Life, the Monthly Benefit payable for a Covered Disability may be adjusted annually to reflect changes in the cost of living based on the CPI-U. (“CPI-U” means the Consumer Price Index For All Urban Consumers, All Items, as published by the Bureau Of Labor Statistics. If the CPI-U, in New York Life's opinion, is no longer a valid index for the purpose of the Cost Of Living Option, or is no longer published by the Bureau Of Labor Statistics, New York Life will use a new index.) Years are measured from the start of the WAITING PERIOD. In the first year, no adjustment will be made. Adjustments may be made to the Monthly Benefit paid in the second and each succeeding year.

The adjusted Monthly Benefit for a given year is determined by multiplying the Monthly Benefit by the Inflation Factor. (“Inflation Factor” means the result obtained by dividing the CPI-U for the third month before each anniversary of the day when the Covered Total Disability began, by the CPI-U applicable on the third month before the day the Covered Total Disability began. The result cannot be less than a minimum of 1 or more than a maximum of 2 compounded at 8% per year for the years between the dates used in the calculation. If the result is less than 1, the factor will be 1. Also, before the date of the first calculation, the factor is 1.)

However, the adjusted Monthly Benefit may never exceed two times the pre-adjusted Monthly Benefit. When the Covered Disability ends, as stated in the When The Benefit Ends section on the Disability Income Insurance page(s), the Monthly Benefit will be reduced to the pre-adjusted Monthly Benefit.

Own Occupation Disability Definition Option

If this option is elected and approved by New York Life, New York Life will pay a benefit for a Covered Total Disability, if a MEMBER: (a) while he or she is insured under the Policy; (b) suffers an incapacity from an INJURY or SICKNESS which completely and continuously prevents him or her from doing the material and substantial duties of his or her occupation; (c) he or she is engaged in an occupation for pay or profit which does not require his or her professional veterinary education and training.

The benefit is payable only after CURRENT MONTHLY INCOME is at least 25% less than the AVERAGE NET MONTHLY INCOME for the period before his or her Covered Total Disability began. The benefit is payable until the earlier of: (a) five years after the benefit begins; (b) the month in which CURRENT MONTHLY INCOME is 75% or greater of the AVERAGE NET MONTHLY INCOME for the period before his or her Covered Total Disability began; or (c) the Maximum Benefit Period for the INSURED MEMBER'S Covered Total Disability.

Future Purchase Option

Under the Future Purchase Option, an APPLICANT is given the opportunity to increase his or her Monthly Benefit without giving New York Life medical evidence of insurability, by converting the Future Purchase Option elected by the APPLICANT and approved by New York Life for an increase in the APPLICANT'S Monthly Benefit, in accordance with the following:

Future Purchase Options Available The Future Purchase Options are available in amounts of \$500 to \$2,000 (in \$100 multiples), not to exceed the APPLICANT'S Monthly Benefit in effect on the date the APPLICANT requests the Future Purchase Option. Also, the total of the APPLICANT'S Monthly Benefit and the amount of the Future Purchase Option cannot exceed the Maximum as stated in the Monthly Benefits Available item of the Long Term Disability section on the Schedule - Disability Income Insurance pages.

Requests An APPLICANT who is less than AGE 50; may request the Future Purchase Option, if he or she: (1) gives the Policyholder a completed, written request for the Future Purchase Option on a form satisfactory to New York Life, as required; (2) gives New York Life satisfactory medical evidence of insurability, at the APPLICANT'S expense; and (3) pays the applicable CONTRIBUTION for the Future Purchase Option.

The Future Purchase Option takes effect on the first day of the month after the date New York Life approves the APPLICANT'S request for the Future Purchase Option.

SCHEDULE

When The Option May Be Converted Except as stated below, an APPLICANT can convert all or any part of the Future Purchase Option, in \$100 units, to an increase in his or her Monthly Benefit, on the May 1 coinciding with or otherwise next following the APPLICANT'S 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48 and 50th birthdays, if:

1. the APPLICANT is not suffering from a Covered Disability as stated on the Disability Income Insurance page(s); and
2. the resulting increase in such APPLICANT'S Monthly Benefit, when combined with the total of any other disability income insurance, prorated monthly, for which the APPLICANT is insured or for which he or she is applying as of such May 1, does not exceed: (a) 60% of the APPLICANT'S AVERAGE NET MONTHLY INCOME as of such May 1; or (b) the Maximum as stated in the Monthly Benefits Available item.

except that: If an APPLICANT has converted the Future Purchase Option, but is suffering from a Covered Disability on such May 1, the increase in the Monthly Benefit will not take effect until the day after the Covered Disability ends.

The CONTRIBUTION for the Future Purchase Option will be reduced proportionately to the amount of the Future Purchase Option which is converted.

When The Option Ends The Future Purchase Option will end on the earliest of:

1. the last day of the INSURANCE PERIOD during which a voluntary request for termination of the Future Purchase Option is received by New York Life;
2. the date the INSURED MEMBER reaches AGE 50;
3. the date the Disability Income Insurance ends;
4. the date 100% of the Future Purchase Option has been converted into an increase in the APPLICANT'S Monthly Benefit; and
5. the last day of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid for the Future Purchase Option, except that: the Future Purchase Option will not end if the CONTRIBUTION for it is paid within 31 days after such day.

Catastrophic Disability Option

Additional Monthly Benefits Available

\$200 through \$5,000, in multiples of \$100

The Catastrophic Disability Option provides an Additional Monthly Benefit to the COVERED PERSON'S Basic Monthly Benefit.

The Additional Monthly Benefit Available cannot exceed the lesser of: (a) 40% of the COVERED PERSON'S AVERAGE MONTHLY INCOME or; (b) 100% of the COVERED PERSON'S AVERAGE MONTHLY INCOME when combined with the Basic Monthly Benefit.

Spouse & Elder Care Option

Additional Monthly Benefits Available

\$200, \$250 or \$500 Options

The Spouse & Elder Care Option provides an Additional Monthly Benefit to the COVERED PERSON'S Basic Monthly Benefit.

SCHEDULE

ACCIDENT DISABILITY INCOME INSURANCE

Plans Available

Plan 1

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
Before AGE 70	180 Days

Plan 2

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
Before AGE 70	1 Year

Plan 3

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
Before AGE 70	2 Years

Waiting Periods Available

14 days, 30 days, 60 days or 90 days

Monthly Benefits Available

\$200 through \$5,000, in multiples of \$100

Except that:

A Monthly Benefit is not available if the amount of the Monthly Benefit, when combined with the total of any other disability insurance, prorated monthly, for which the person is insured or for which he or she is applying, would exceed 70% of his or her Average Monthly Income, subject to New York Life's underwriting requirements.

Average Monthly Income ("Average Monthly Income") means, as of any date, a person's average monthly wages, salaries, commissions, fees and any other amounts received by such person for personal services, including the cost of his or her fringe benefits and share of total surplus.

Average Monthly Income does not include income from interest, dividends, rent, royalties, annuities, other insurance and other unearned income.

As of any date, these income amounts are computed:

1. for the immediately preceding period which produces the highest average, as follows: (a) the immediately preceding tax year; (b) the immediately preceding two tax years; or (c) the entire period, if less than 12 months;
2. before deduction of any income taxes or social insurance taxes; and
3. after deduction of normal and usual business expenses that are deductible for income tax purposes.

Note:

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, maximum, or multiple restrictions. However, any changes are subject to the applicable Plans Available, Waiting Periods Available and Monthly Benefits Available sections.

DISABILITY INCOME INSURANCE

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

Covered Disability A Covered Disability is a Covered Total Disability and/or Covered Residual Disability, if such disability is not excluded in the Exclusions section, as follows:

Covered Total Disability - A Covered Total Disability is an incapacity that completely and continuously prevents the **COVERED PERSON** from doing the material and substantial duties of:

- (a) His or her regular occupation during the WAITING PERIOD and during the next 24 consecutive months. And
- (b) Any occupation for which he or she is or may become qualified by reason of education, training or experience, after the WAITING PERIOD and the initial 24 consecutive months period has elapsed.

Note: An **INSURED MEMBER** will not be considered to have incurred a Covered Total Disability if at any time he or she is engaged in any occupation for pay or profit.

Such Covered Total Disability must begin while the **COVERED PERSON** is insured under the Policy and be the result of: (1) an **INJURY**. For a Covered Total Disability to be considered to have resulted from an **INJURY**, the Covered Total Disability must begin within **90 days** after an accident, if the accident occurs while the **COVERED PERSON** is insured under the Policy. If more than **90 days** has elapsed, such Covered Total Disability will be considered to have resulted from a **SICKNESS**; (2) a **SICKNESS**; or (3) an **ORGAN DONATION** that a **COVERED PERSON** makes, provided he or she has been insured under the Policy for at least **six** consecutive months on the day of such donation.

Covered Residual Disability - A Covered Residual Disability is an incapacity from an **INJURY, SICKNESS** or **ORGAN DONATION** that:

1. occurs when a **COVERED PERSON** returns to work following a period during which he or she suffered a Covered Total Disability of at least three months;
2. occurs after the **COVERED PERSON** received Covered Total Disability benefits for the same **INJURY, SICKNESS** or **ORGAN DONATION** for which claim for Covered Residual Disability benefits is made;
3. occurs before the **COVERED PERSON** received Covered Disability benefits for the Maximum Benefit Period for his or her Covered Total Disability;
4. occurs before the **COVERED PERSON** reaches his or her 64th birthday; and
5. results in a Loss of Earnings Ratio of 20% or more for Frozen Plan A or B, or 25% or more for Active Plan 1 or 2 as described in the Covered Residual Disability subsection in the What Benefit Is Payable section.

Exclusions The following disabilities are excluded:

Air Travel - A disability that: (a) occurs during; (b) is due to; or (c) is related to; 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: (a) solely as a fare paying passenger on a licensed, commercial, regularly scheduled, non-military aircraft; (b) in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved; or (c) in a transport type aircraft operated by the Military Airlift Command (MAC) or its successor organization of the United States of similar air service of any other country.

Crime/Illegal Occupation/Illegal Activity - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the **COVERED PERSON'S** participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; (d) terrorist activity; or (e) a riot.

Drugs - A disability 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.

DISABILITY INCOME INSURANCE

Impairment Restriction - A disability that is due to or related to a condition which has an Impairment Restriction. However, at any time and at his or her own expense, the COVERED PERSON can give medical evidence of insurability for a condition which has an Impairment Restriction. After review of such evidence, New York Life will determine: (a) if and when such Impairment Restriction should be removed or liberalized; or (b) if it should be continued.

“Impairment Restriction” means an exclusion or limitation of insurance on an COVERED PERSON. An Impairment Restriction will be: (a) established by New York Life; and (b) continued by New York Life if it is in effect on the day before: (1) the COVERED PERSON becomes insured under the Policy; or (2) a change in insurance takes effect; whether or not satisfactory medical evidence of insurability is furnished or medical evidence of insurability is required. All Impairment Restrictions are stated in the certificate. Insurance with such Impairment Restrictions is subject to the APPLICANT’S acceptance. Payment of one CONTRIBUTION after the COVERED PERSON is advised of the Impairment Restriction will establish such acceptance.

Military Service – A disability that is due to or related to service in the military, naval or air force of any country, alliance or international organization or in a civilian unit which serves such force.

Preexisting Condition - A disability that is classified as or related to a Preexisting Condition.

“Preexisting Condition” means an INJURY or SICKNESS or any condition related to such INJURY or SICKNESS for which a person consults a doctor, receives medical services or supplies or takes any medication during the 12 month period immediately before the COVERED PERSON’S INSURANCE DATE, if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy. Preexisting Condition does not include: (a) any such INJURY or SICKNESS or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication during the 12 month period immediately after he or she first becomes an INSURED MEMBER; (b) any such INJURY or SICKNESS or condition after such person has been continuously insured under the Policy for 24 months; or (c) an INJURY or SICKNESS or condition classified as an Impairment Restriction.

For TRANSFER INSURANCE, references to INSURANCE DATE mean the Effective Date under the PREVIOUS POLICY and the time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the applicable time requirements have been met.

Pregnancy, Childbirth Or A Related Medical Condition - A disability that is due to a pregnancy, childbirth or a related medical condition, except for a Complication Of Pregnancy.

“Complication Of Pregnancy” means:

1. any of the following conditions, requiring hospital confinement (when the pregnancy is not terminated) whose diagnosis are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as: acute nephritis, pyelitis of pregnancy, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a condition which is medically classified as a distinct Complication Of Pregnancy;
2. an extra-uterine pregnancy;
3. a complication that requires intra-abdominal surgery after termination of pregnancy;
4. a miscarriage;
5. a non-elective caesarean section;
6. an ectopic pregnancy that is terminated;
7. a spontaneous termination of pregnancy that occurs when a viable birth is not possible;
8. placenta previa, placenta abruptio or premature rupture of membranes;
9. pernicious vomiting of pregnancy (hyperemesis gravidarum); and/or
10. toxemia (eclampsia or pre-eclampsia).

DISABILITY INCOME INSURANCE

Regular Care - A disability: (a) that does not require a doctor's regular care of, or attendance to, the **COVERED PERSON**; or (b) for any period of disability for which the **COVERED PERSON** is not under the regular care and attendance of a doctor, except that: This requirement will not apply if such care is no longer required for prudent medical management of the INJURY, SICKNESS or ORGAN DONATION. For the purpose of satisfying the requirement that the **COVERED PERSON** be under the "regular care" of a doctor, doctor does not include the **COVERED PERSON** or a member of his or her immediate family.

Self Inflicted Injury - A disability that is due to or related to an intentional self-inflicted injury or occurs while intentionally injuring oneself; while the **COVERED PERSON** is sane or insane.

War Conditions - A disability 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 the benefit to be paid:

1. New York Life must receive satisfactory proof of the **COVERED PERSON'S** disability within **90 days** after the: **(a) WAITING PERIOD** for a Covered Disability; or **(b) date of return to work for a Covered Residual Disability**. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible;
2. New York Life must determine that the disability is a Covered Disability; and
3. the **COVERED PERSON** must complete the WAITING PERIOD.

What Benefit Is Payable The benefit payable for a Covered Disability is subject to the Maximum Benefit Period stated on the Schedule page(s) and is as follows.

Covered Total Disability - The benefit payable after the WAITING PERIOD is the applicable Monthly Benefit in force for the **COVERED PERSON** on the date his or her Covered Total Disability **began less any OTHER INCOME BENEFITS he or she is eligible to receive for that month**, except that: If the Covered Total Disability is the result of an ORGAN DONATION, any Covered Disability benefits otherwise payable will not include any increase in the Monthly Benefit or change in Plan that occurs within the six months period immediately before the date such Covered Total Disability began.

However, in the event of such reduction for OTHER INCOME BENEFITS, the benefit payable will not be less than \$50.

If OTHER INCOME BENEFITS have been estimated, the Monthly Benefit will be adjusted when New York Life receives proof: (a) of the actual amount awarded; or (b) that benefits have been denied and the denial is not being appealed, in which case New York Life will make a lump sum refund of the estimated amounts.

If there is other group disability insurance which applies to the same Covered Total Disability and contains the same or similar provision for reduction because of OTHER INCOME BENEFITS, New York Life will only be liable for its "pro rata share" of the total claim. "Pro rata share" means the proportion determined by dividing: (a) the benefit payable under the Policy, in the absence of such other insurance; by (b) the total of benefits payable under the Policy and such other policy or policies.

Covered Residual Disability - The benefit payable after the WAITING PERIOD for each month of Covered Residual Disability is equal to the Loss of Earnings Ratio multiplied by the applicable Monthly Benefit in force for the **COVERED PERSON** on the date his or her Covered Disability began less any **OTHER INCOME BENEFITS he or she is eligible to receive for that month**. However, in the event of such reduction for **OTHER INCOME BENEFITS**, the benefit payable will not be less than \$50.

DISABILITY INCOME INSURANCE

The "Loss of Earnings Ratio" is equal to:
$$\frac{(AxR) - B}{(AxR)}$$

Where :

"A" means the COVERED PERSON'S AVERAGE MONTHLY INCOME for the period before his or her Covered Disability began.

"B" means the COVERED PERSON'S AVERAGE MONTHLY INCOME for the most recent six months, or for the entire period if shorter, since the COVERED PERSON returned to work.

"R" means the "Residual Inflation Factor." The Residual Inflation Factor is obtained by dividing the CPI-U for the third month before each anniversary of the day when the Covered Disability began, by the CPI-U applicable on the third month before the day the Covered Disability began. The result cannot be less than a minimum of 1 or more than a maximum of 1 compounded at 8% per year for the years between the dates used in the calculation. If the result is less than 1, the factor will be 1. Also, before the date of the first calculation, the factor is 1.

"CPI-U" means the Consumer Price Index For All Urban Consumers, All Items, as published by the Bureau Of Labor Statistics. If the CPI-U, in New York Life's opinion, is no longer a valid index for the purpose of the Residual Inflation Factor, or is no longer published by the Bureau Of Labor Statistics, New York Life will use a new index.

However, New York Life will pay the full Monthly Benefit if, during any month of a Covered Residual Disability, the Loss of Earnings Ratio is 80% or more for Frozen Plan A or B, or 75% or more for Active Plan 1 or 2.

Catastrophic Disability Benefit – New York Life will pay a Catastrophic Disability Benefit in accordance with the following:

1. That the Catastrophic Disability Benefit option was elected by the COVERED PERSON and approved by New York Life;
2. That, as a result of the INJURY or SICKNESS that occurs while the COVERED PERSON is insured for the Catastrophic Disability option, the COVERED PERSON:
 - a. is unable to perform any two ACTIVITIES OF DAILY LIVING for a continuous period of at least ninety consecutive days; or
 - b. has a COGNITIVE IMPAIRMENT; or
 - c. has a Terminal Illness ("Terminal Illness" is a medical condition where the patient has a life expectancy of twelve months or less).
3. That the COVERED PERSON must have incurred a Covered Total Disability and is receiving benefits for such disability under the Policy;
4. That the Catastrophic Disability must occur and begin while the COVERED PERSON is insured under the Policy;
5. That the COVERED PERSON must not be at any time engaged in any occupation for pay or profit; and
6. That the Catastrophic Disability must not be due or related to a disability that is excluded in the Exclusions section.

The benefit payable will be the applicable monthly benefit equal to the Catastrophic Disability benefit elected, reduced by any OTHER INCOME BENEFITS he or she is eligible to receive for that month. However, in the event of such reduction for OTHER INCOME BENEFITS, the benefit payable will not be less than \$50.

If OTHER INCOME BENEFITS have been estimated, the Monthly Benefit will be adjusted when New York Life receives proof: (a) of the actual amount awarded; or (b) that benefits have been denied and the denial is not being appealed, in which case New York Life will make a lump sum refund of the estimated amounts.

If there is other group disability insurance which applies to the same Catastrophic Disability and contains the same or similar provisions for reduction because of OTHER INCOME BENEFITS, New York Life will only be liable for its "pro rata share" to the total claim. "Pro rata share" means the proportion determined by dividing: (a) the benefit payable under the Policy, in the absence of such other insurance; by (b) the total of benefits payable under the Policy and such other policy or policies.

The benefit is payable: (a) within 30 days after the requirements stated in the For The Benefit To Be Paid section are met; and (b) on a monthly basis, except that: The amount payable for any period which is less than a full month, is calculated by multiplying the monthly benefit payable by the number of days of Covered Disability and dividing the product by 30. Any balance remaining unpaid at the end of the period of liability will be made immediately upon receipt of satisfactory proof, on a pro rata basis.

DISABILITY INCOME INSURANCE

Who Will Be Paid Except as stated below, the benefit will be paid to the **INSURED MEMBER**.

Death/Incompetency - Subject to the Facility Of Payment exception, any accrued but unpaid benefit will be paid to: (a) the **INSURED MEMBER'S** estate, if the **INSURED MEMBER** dies; or (b) a duly appointed guardian or committee of the **INSURED MEMBER**, if such **INSURED MEMBER** is a minor or is not competent to give a valid release.

Facility Of Payment - New York Life has the right to pay up to **\$1,000** of the benefit to anyone who has incurred expenses for the **COVERED PERSON'S** Covered Disability.

When The Benefit Ends Except as stated in the Successive Periods Of Covered Total Disability, **Survivorship Benefit** and Vocational Rehabilitation and **Spouse & Elder Care Benefit** subsections below, the benefit will end on the earliest of the date:

1. the **COVERED PERSON 'S** Covered Disability ends;
2. the **COVERED PERSON** dies;
3. New York Life does not receive the required proof that the **COVERED PERSON 'S** Covered Disability continues;
4. the **COVERED PERSON** does not submit to an examination required by New York Life by a doctor it selects; or
5. the Maximum Benefit Period stated on the Schedule page(s) has been reached.

The **COVERED PERSON** will remain insured under the Policy after the benefit ends, except as stated on the When Insurance Ends page(s).

Exhaustion of Benefits - When a **COVERED PERSON** reaches the Maximum Benefit Period stated on the Schedule pages for a Covered Disability, insurance will be suspended and no **CONTRIBUTIONS** will be due. Insurance on the **COVERED PERSON** will be resumed without evidence of insurability, if: (a) the Group Policy remains in force; (b) he or she returns to **FULL-TIME WORK** for the six month period stated in the Successive Periods Of Total Disability section to qualify as a new disability; (c) New York Life receives written notice of the return to **FULL-TIME WORK** within 90 days after such return; (d) he or she is less than the Termination Age Date; (e) he or she continues to be a member of the **ASSOCIATION**; and (f) he or she pays the **CONTRIBUTION** from the date the insurance resumes. This resumption of insurance applies to new **TOTAL DISABILITIES**, as stated in the Successive Periods Of Total Disability section below.

Successive Periods Of Covered Total Disability - Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are due to: (a) the same or related causes, and which are separated by less than **six months** of return to continuous **FULL-TIME WORK** during which the **COVERED PERSON** is not totally disabled; or (b) different or unrelated causes, and are not separated by return to **FULL-TIME WORK** for at least one day.

Survivorship Benefit - If a **COVERED PERSON** dies during a period for which benefits are payable and after receiving the Monthly Benefit for at least six successive months, but less than 12 successive months, the **COVERED PERSON'S** spouse will receive a benefit equal to three times the monthly amount the **COVERED PERSON** was last entitled to receive for the month prior to death provided the Maximum Benefit Period was not reached by the **COVERED PERSON**.

If a **COVERED PERSON** dies during a period for which benefits are payable and after receiving the Monthly Benefit for at least 12 successive months, the **COVERED PERSON'S** spouse will receive a benefit equal to 75% of the monthly amount the **COVERED PERSON** was last entitled to receive for the month prior to death provided the Maximum Benefit Period was not reached by the **COVERED PERSON**. The benefit will end after 12 monthly payments have been made to the spouse.

If the **COVERED PERSON'S** spouse is not living, payment of the Survivorship Benefit will be made equally to the **COVERED PERSON'S** living children under age 23. If payment is due to a child or children, payment will be made to such child or children, or at the option of New York Life to a person whom New York Life reasonably believes may legally receive payment on such child's or children's behalf. Such payment will be proper to the extent made.

The benefit is payable within 30 days after New York Life receives satisfactory proof of the **COVERED PERSON'S** death.

Vocational Rehabilitation - A totally disabled **COVERED PERSON'S** participation in a rehabilitation program approved by New York Life will not be considered, by itself, as a recovery from that Covered Total Disability. However, the nature of the rehabilitation program and the extent of participation by the **COVERED PERSON** and by New York Life must be satisfactory to both and stated in a written rehabilitation program agreement before any such program can take effect.

A rehabilitation program can include: (a) a period of work for the purposes of rehabilitation; or (b) other vocational and rehabilitation assistance stated in the rehabilitation program agreement.

DISABILITY INCOME INSURANCE

Any benefits for a Covered Total Disability otherwise payable to a **COVERED PERSON** will continue to be payable during participation in an approved rehabilitation program.

In order to be considered for participation in a rehabilitation program, a **COVERED PERSON** must give: (a) New York Life a written request in which the **COVERED PERSON** consents to an evaluation of his or her rehabilitation and vocational potential; and (b) all written authorization necessary for the conduct of such evaluation by New York Life or a rehabilitation service or agency selected by New York Life.

New York Life may approve a **COVERED PERSON'S** participation in a rehabilitation program for a period of three consecutive months and may approve extension or renewals of such participation for one or more additional like or shorter periods. However, participation in a rehabilitation program for more than a total of 24 months will not be approved in connection with one period of Covered Total Disability.

An **COVERED PERSON'S** participation in a rehabilitation program will terminate at the end of the period of participation last approved by New York Life for the **COVERED PERSON**. New York Life will have the right to withdraw approval of an **COVERED PERSON'S** participation before the end of any such period by advance written notice to the **COVERED PERSON** and the **COVERED PERSON'S** participation will terminate, in such event, on the termination date stated in the notice.

Spouse & Elder Care Benefit – New York Life will pay a Spouse & Elder Care Benefit in accordance with the following:

1. That the **COVERED PERSON** has been approved by New York Life to participate in a Vocational Rehabilitation Program;
2. That the Spouse and Elder Care Benefit option was elected by the **COVERED PERSON** and approved by New York Life; and
3. That the **COVERED PERSON'S** Eligible Family Member (“Eligible family member” is a **COVERED PERSON'S** spouse, **COVERED PERSON'S** parents, and **COVERED PERSON'S** grandparents who live with the **COVERED PERSON**; and/or a **COVERED PERSON'S** spouse’s parents and grandparents who live with the **COVERED PERSON**) has at least two of the following: lost the ability to perform BATHING, DRESSING, TOILETING, TRANSFERRING, EATING CONTINENCE, suffers a **COGNITIVE IMPAIRMENT** or requires Substantial Supervision.

The benefit payable, for any month, is equal to the lesser of (1) the Additional Monthly Benefit elected; or (2) the Eligible Charges incurred by the **COVERED PERSON** for the care of his/her Eligible Family Member.

Eligible Charges include those:

1. Charged by a licensed adult care provider who is not a family member of the immediate family; and
2. Documented by receipts from the adult care provider which include the providers Social Security Number or Taxpayer Identification Number.

Workplace Modification Benefit – If the **COVERED PERSON** is disabled and is receiving a benefit, an additional Workplace Modification Benefit will be payable. New York Life will reimburse up to 100% of the reasonable costs the **COVERED PERSON** or the **COVERED PERSON'S** employer incurs through modifications to the workplace to accommodate the **COVERED PERSON'S** return to work, and to assist the **COVERED PERSON** in remaining at work.

The amount New York Life will pay will not exceed the lesser of:

1. six monthly benefits; or
2. the cost of the modification.

To qualify for this reimbursement, the **COVERED PERSON** must:

1. be disabled according to the terms of the Policy; and
2. have the reasonable expectation of returning to active employment and remaining in active employment with the assistance of the proposed workplace modification.

DISABILITY INCOME INSURANCE

The COVERED PERSON or the COVERED PERSON'S employer must give New York Life a written proposal of the proposed workplace modification. This proposal must include:

1. input from the COVERED PERSON or the COVERED PERSON'S employer and the COVERED PERSON'S doctor;
2. the purpose of the proposed workplace modification;
3. the expected completion date of the workplace modification; and
4. the cost of the workplace modification.

New York Life will reimburse the costs of the workplace modification when New York Life:

1. approves the proposed in writing;
2. receives proof from the COVERED PERSON or the COVERED PERSON'S employer that the workplace modification is complete; and
3. receives proof of the costs incurred by the COVERED PERSON or the COVERED PERSON'S employer for the workplace modification.

This benefit is available on a one time basis.

Transfer Of Ownership A COVERED PERSON can transfer all or any part of incidents of ownership of his or her insurance. The Policyholder agrees to accept CONTRIBUTIONS directly from the transferee.

Assignment The Owner can assign his or her interest in insurance. ("Owner" means the person who has the rights of ownership of the insurance while an INSURED MEMBER is living). If this were to occur, the Owner's interest, and anyone else's, is subject to that of the assignee. An assignee may not change the Owner. The Owner has all rights of ownership that have not been assigned. To assign the interest in the insurance, New York Life must be given a written request on a form satisfactory to it. New York Life is not responsible for the validity of any assignment. After the assignment has been recorded, it will take effect as of the date it was signed, subject to any payment made or other action taken by or on behalf of New York Life before the recording. For TRANSFER INSURANCE, any assignee in effect under the PREVIOUS POLICY on the day before the TRANSFER DATE will remain in effect under the Policy until changed.

ACCIDENT DISABILITY INCOME INSURANCE

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

Covered Total Disability A Covered Total Disability means incapacity from an INJURY that completely and continuously prevents the **COVERED PERSON** from doing the material and substantial duties **of his or her regular occupation.**

For a disability to be considered a Covered Total Disability, all of the following applies:

1. The INJURY must occur and the disability resulting from such INJURY must begin while the **COVERED PERSON** is insured under the Policy;
2. **The COVERED PERSON must not at any time be engaged in any occupation for pay or profit;**
3. The Covered Total Disability must not be due to or related to a disability that is excluded in the Exclusions section.
4. The disability resulting from such INJURY must begin **within 90 days** after the INJURY. If more than **90 days** have elapsed, the disability will be considered to have resulted from a sickness and not covered under the terms and conditions of the Policy.

Exclusions The following disabilities are excluded:

Before Insurance – An injury or a disability resulting from such injury that began or first manifested itself before the person became **a COVERED PERSON.**

Crime/Illegal Occupation/Illegal Activity – An injury or a disability resulting from such injury that: (a) occurs during; (b) is due to; or (c) is related to; the **COVERED PERSON'S** participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; (d) terrorist activity; or (e) a riot.

Disease/Infirmary - A disability 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 – An injury or a disability resulting from such injury 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; (b) illegal use of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents; or (c) legal intoxication.

Military Service – An injury or a disability resulting from such injury that is due to or related to service in the military, naval or air force of any country, alliance or international organization or in a civilian unit that serves such force.

Regular Care - An injury or a disability resulting from such injury: (a) that does not require a doctor's regular care of, or attendance to, the **COVERED PERSON;** or (b) for any period of disability for which the **COVERED PERSON** is not under the regular care and attendance of a doctor, except that: This requirement will not apply if such care is no longer required for prudent medical management of the INJURY. For the purpose of satisfying the requirement that the **COVERED PERSON** be under the "regular care" of a doctor, doctor does not include the **COVERED PERSON** or a member of his or her immediate family.

Self-Inflicted Injury/Suicide - An injury or a disability resulting from such injury 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.

Treatment - A disability 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 - An injury or a disability resulting from such injury 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.

ACCIDENT DISABILITY INCOME INSURANCE

For The Benefit To Be Paid For the benefit to be paid:

1. New York Life must receive satisfactory proof of the **COVERED PERSON'S** disability within **90 days** after the WAITING PERIOD. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible;
2. New York Life must determine that the disability is a Covered Total Disability; and
3. the COVERED PERSON must complete the WAITING PERIOD.

What Benefit Is Payable The benefit payable for a Covered Total Disability is subject to the Maximum Benefit Period stated on the Schedule page(s) and is as follows.

Covered Total Disability - The benefit payable after the WAITING PERIOD is the applicable Monthly Benefit in force for the **COVERED PERSON** on the date his or her Covered Total Disability began **less any Other Income Benefits he or she is eligible to receive for that month. However, in the event of such reduction for Other Income Benefits, the benefit payable will not be less than \$50.**

If Other Income Benefits have been estimated, the Monthly Benefit will be adjusted when New York Life receives proof: (a) of the actual amount awarded; or (b) that benefits have been denied and the denial is not being appealed, in which case New York Life will make a lump sum refund of the estimated amounts.

If there is other group disability insurance which applies to the same Covered Total Disability and contains the same or similar provision for reduction because of Other Income Benefits, New York Life will only be liable for its "pro rata share" of the total claim. "Pro rata share" means the proportion determined by dividing: (a) the benefit payable under the Policy, in the absence of such other insurance; by (b) the total of benefits payable under the Policy and such other policy or policies.

Other Income Benefits ("Other Income Benefits") means the amount a COVERED PERSON receives or is eligible to receive as disability income payments under: (a) the Federal Employees' Compensation Act ("FECA"); or (b) any state compulsory act or law, including but not limited to: (1) a worker's compensation law; (2) an occupational disease law; (3) any other act or law with similar intent.

The benefit is payable: (a) within 30 days after the requirements stated in the For The Benefit To Be Paid section are met; and (b) on a monthly basis, except that: The amount payable for any period which is less than a full month, is calculated by multiplying the monthly benefit payable by the number of days of Covered Total Disability and dividing the product by 30. Any balance remaining unpaid at the end of the period of liability will be made immediately upon receipt of satisfactory proof, on a pro rata basis.

ACCIDENT DISABILITY INCOME INSURANCE

Who Will Be Paid Except as stated below, the benefit will be paid as follows:

MEMBER INSURANCE will be paid to the **INSURED MEMBER**.

Death/Incompetency - Subject to the Facility Of Payment exception, any accrued but unpaid benefit will be paid to: (a) the **INSURED MEMBER'S** estate, if the **INSURED MEMBER** dies; or (b) a duly appointed guardian or committee of the **INSURED MEMBER**, if such **INSURED MEMBER** is a minor or is not competent to give a valid release.

SPOUSE INSURANCE will be paid to the **INSURED MEMBER**, if living otherwise to the **SURVIVOR SPOUSE**.

Death/Incompetency - Subject to the Facility Of Payment exception, any accrued but unpaid benefit will be paid to: (a) the **SURVIVOR SPOUSE'S** estate, if the **SURVIVOR SPOUSE** dies; or (b) a duly appointed guardian or committee of the **SURVIVOR SPOUSE**, if such **SURVIVOR SPOUSE** is a minor or is not competent to give a valid release.

Facility Of Payment - New York Life has the right to pay up to **\$1,000** of the benefit to anyone who has incurred expenses for the Covered Total Disability.

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 disability of the **COVERED PERSON**. Payment will be made in accordance with this section as though that person(s) had died before the **COVERED PERSON**.

When The Benefit Ends Except as stated below, the benefit will end on the earliest of the date:

1. the **COVERED PERSON'S** Covered Total Disability ends;
2. the **COVERED PERSON** dies;
3. New York Life does not receive the required proof that the **COVERED PERSON'S** Covered Total Disability continues;
4. the **COVERED PERSON** does not submit to an examination required by New York Life by a doctor it selects; or
5. the Maximum Benefit Period stated on the Schedule page(s) has been reached.

Successive Periods Of Covered Total Disability - Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are due to: (a) the same or related causes, and which are separated by less than **six months** of return to continuous **FULL-TIME WORK** during which the **COVERED PERSON** is not totally disabled; or (b) different or unrelated causes, and are not separated by return to **FULL-TIME WORK**.

Transfer Of Ownership An **INSURED MEMBER** can transfer all or any part of incidents of ownership of his or her insurance. The Policyholder agrees to accept **CONTRIBUTIONS** directly from the transferee.

Assignment The Owner can assign his or her interest in insurance. ("Owner" means the person who has the rights of ownership of the insurance while an **INSURED MEMBER** is living). If this were to occur, the Owner's interest, and anyone else's, is subject to that of the assignee. An assignee may not change the Owner. The Owner has all rights of ownership that have not been assigned. To assign the interest in the insurance, New York Life must be given a written request on a form satisfactory to it. New York Life is not responsible for the validity of any assignment. After the assignment has been recorded, it will take effect as of the date it was signed, subject to any payment made or other action taken by or on behalf of New York Life before the recording. For **TRANSFER INSURANCE**, any assignee in effect under the **PREVIOUS POLICY** on the day before the **TRANSFER DATE** will remain in effect under the Policy until changed.

WHEN INSURANCE ENDS

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

1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer a member of the ASSOCIATION;
2. the date the **COVERED PERSON** is no longer at FULL-TIME WORK or has retired. The **COVERED PERSON** must immediately notify New York Life of the date that: (a) FULL-TIME WORK ended; or (b) he or she retired. If it is not possible to notify New York Life immediately, notification must be made as soon as reasonably possible. CONTRIBUTIONS paid and covering any INSURANCE PERIOD after the date insurance would otherwise end as a result of the **COVERED PERSON** no longer being at FULL-TIME WORK or retiring will be refunded for up to one year before the date New York Life was notified or became aware that the **COVERED PERSON** was no longer at FULL-TIME WORK or retired. In no event will disability benefits be paid for a disability occurring after the date FULL-TIME WORK ended or retirement began. This provision does not apply if the **COVERED PERSON** is no longer at FULL-TIME WORK due to his or her Covered Total Disability;
3. the last day of the INSURANCE PERIOD during which the **COVERED PERSON** reaches age 70;
4. for an INSURED SPOUSE, the last day of the INSURANCE PERIOD during which such INSURED SPOUSE ceases to be the lawful married spouse or domestic partner of the INSURED MEMBER;
5. 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;
6. the day before the day the **COVERED PERSON** begins ACTIVE DUTY IN THE ARMED FORCES, with the applicable CONTRIBUTIONS refunded pro rata;
7. the date the **COVERED PERSON** receives Covered Total Disability benefits for the Maximum Benefit Period stated in the Schedule for the Plan in effect for such **COVERED PERSON**;
8. 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; or
9. 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.

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:

Extension Of Benefits Discontinuance of the Policy will have no effect on the benefits payable for: (a) a Covered Total Disability which began before the date of such discontinuance; or (b) an INJURY to a **COVERED PERSON** which occurred while he or she was insured under the Policy provided the Covered Total Disability begins within **30 days** after such INJURY. This extension of benefits applies whether the Policyholder secures replacement coverage from a new insurer or foregoes the provision of coverage.

Waiver Of Contribution Benefit New York Life will waive the payment of **the CONTRIBUTION on a COVERED PERSON**, if such **COVERED PERSON** suffers a Covered Total Disability and receives Covered Total Disability benefits for six consecutive months. **CONTRIBUTIONS will be waived beginning on the CONTRIBUTION DATE following the date such COVERED PERSON has received Covered Total Disability benefits for six consecutive months.**

The Waiver Of Contribution Benefit will end on the **CONTRIBUTION DATE following the** date the Covered Disability benefit ends, as stated in the When The Benefit Ends section on the Disability Income Insurance page(s).

GENERAL PROVISIONS

Acts Of The Policyholder The Policyholder acts on its own behalf or on behalf of the **ELIGIBLE MEMBERS** and **INSURED MEMBERS**. The Policyholder must: (a) treat **ELIGIBLE MEMBERS** and **INSURED MEMBERS** the same in like situations; and (b) maintain records of the: number of **INSURED MEMBERS**; amounts and essential features of insurance; and PREMIUM. Under no circumstances may the Policyholder act on behalf of New York Life without a written authorization. New York Life will rely upon the acts of the Policyholder.

Agency The Policyholder acts on its own behalf or as an agent of the **INSURED MEMBERS**. Under no circumstances may the Policyholder act as an agent of New York Life without a written authorization.

Annual Dividends Each year, New York Life will review the combined experience under the Policy and all other group policies issued by New York Life that are not otherwise experience rated ("Combined Policy"). Based upon this review, New York Life will determine if it has received any excess premium under the Combined Policy. New York Life will refund the amount of the applicable share of the excess premium under the Combined Policy as the experience under the Combined Policy warrants ("Group Dividend"). The Group Dividend will be paid to the Policyholder. The payment of the Group Dividend will be made in cash. However, at the Policyholder's request, New York Life will apply all or any part of the Group Dividend toward the payment of any PREMIUM. The dividend will be used by the Policyholder for the benefit of **INSURED MEMBERS**. The Policyholder will determine the allocation of dividends. The Group Dividend is payable as of each Anniversary Date, if all premium due has been paid.

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 **30** days after the commencement of any disability 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 Covered Disability within **90** days after the date of the: **(a) WAITING PERIOD for a Covered Disability; or (b) return to work for a Covered Residual Disability**. 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 **within 30 days** after receipt of satisfactory proof of the Covered Disability.

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.

Entire Contract The contract consists of the: (a) Policy; (b) attached Application of the Policyholder; and (c) signed, written requests for group insurance. Statements made by the Policyholder in the Application and by an **ELIGIBLE MEMBER** in a request for group insurance are, in the absence of fraud, representations, not warranties.

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 claimant 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. have a claimant's financial records audited, as often as New York Life may reasonably require.

GENERAL PROVISIONS

Incontestability The incontestability provisions for the Policy and for insurance on **COVERED PERSONS** are as follows:

Policy - Except for nonpayment of PREMIUMS, New York Life cannot contest the validity of the Policy after it has been in force for one year from the Effective Date. If the Policy is contested, New York Life will only rely upon written statements signed by the Policyholder in applying for the Policy.

Insurance On Covered Persons - 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 **COVERED PERSON**: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another 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 the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year contestable period has elapsed.**

Insured Member's Individual Certificate New York Life will issue to the Policyholder an individual certificate to be given to each **INSURED MEMBER**. Such certificate will state: (a) the insurance to which the **INSURED MEMBER** is entitled; (b) the essential features of the insurance; and (c) to whom benefits are payable. Any conflict between the terms of the individual certificate and the Policy will be decided in favor of the Policy.

Misstatements Subject to the Errors and Incontestability sections, if relevant statements of age or facts were not accurate for any person: (a) a fair adjustment of remittances and/or insurance will be made; and (b) based upon the facts, New York Life will decide whether, and what, insurance is valid under the Policy.

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.

Required Information The Policyholder must furnish New York Life: (a) all information with regard to the Policy that may reasonably be required; and (b) access to all records that may have a bearing on CONTRIBUTIONS, PREMIUM and benefits. Such access will extend after the termination of the Policy.

Termination Of The Policy If the Policy terminates, the Policyholder will be liable to New York Life for all unpaid PREMIUM for the period during which the Policy was in force. Termination of the Policy will be without prejudice to an existing claim. The Policy will terminate, in accordance with the following:

Termination For Non-Payment Of Premium - Subject to the Policyholder Grace Period provision below, if the PREMIUM is not paid by a PREMIUM DATE, the Policy will be in default.

Policyholder Grace Period - The Policyholder is entitled to a grace period of 60 days for the payment of each PREMIUM due except for the first. During the Policyholder Grace Period, the Policy continues in force. If the PREMIUM due is not paid before the end of the Policyholder Grace Period, the Policy automatically ends on the last day of such Policyholder Grace Period. However, if in accordance with the terms of the Policy, the Policyholder gives New York Life written notice of termination with an effective date that precedes the end of the Policyholder Grace Period, the Policy terminates on the date stated in such notice of termination.

Termination By The Policyholder - The Policyholder may terminate the Policy by giving written notice to New York Life at least 30 days in advance.

GENERAL PROVISIONS

Termination By New York Life - New York Life may terminate the Policy, on any Anniversary Date, by giving written notice to the Policyholder at least 60 days in advance.

In addition, New York Life may terminate the Policy if,:

1. less than two INSURED MEMBERS are insured; or
2. less than 100% of the ELIGIBLE MEMBERS become INSURED MEMBERS if the ASSOCIATION provides insurance on a Non-Contributory basis; or
3. less than 75% of the ELIGIBLE MEMBERS become INSURED MEMBERS if the ASSOCIATION provides insurance on a Contributory basis; and
4. less than 75% of the ELIGIBLE DEPENDENTS become INSURED DEPENDENTS if the ASSOCIATION provides DEPENDENT INSURANCE.

For purposes of these participation requirements:

ELIGIBLE MEMBER does not include a person who does not become an INSURED MEMBER because he or she is unable to give New York Life satisfactory medical evidence of insurability.

ELIGIBLE DEPENDENT does not include a dependent who does not become an INSURED DEPENDENT because he or she: (a) is unable to give New York Life any satisfactory medical evidence of insurability required; or (b) is the ELIGIBLE DEPENDENT of an ELIGIBLE MEMBER who does not become an INSURED MEMBER.

DEFINITIONS

ACTIVE DUTY IN THE ARMED FORCES means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered ACTIVE DUTY IN THE ARMED FORCES.

ACTIVITIES OF DAILY LIVING include:

BATHING: the ability to wash oneself in either a tub or shower, or by sponge bath. This includes the tasks of getting into and out of the tub or shower with or without the aid of equipment or adaptive devices.

DRESSING: the ability to put on and take off all necessary and appropriate items of clothing and medically necessary braces or artificial limbs usually worn; and to fasten and unfasten them.

TOILETING: the ability to do all of the following, with or without the aid of equipment: (a) get to and from the toilet; (b) get on and off the toilet; and (c) maintain a reasonable level of personal hygiene for the body.

TRANSFERRING: the ability to move in and out of bed, chair or wheelchair with or without the aid of equipment such as: a cane; walker; crutches; grab bars; or other support devices.

EATING: the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the aid of equipment.

CONTINENCE: the ability to voluntarily maintain control of bowel and/or bladder function or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene (including caring for catheter or colostomy bag).

AGE means a person's attained age on the first day of any INSURANCE PERIOD, except that for the purpose of determining the Maximum Benefit Period, AGE means the COVERED PERSON'S attained age. References to Age in any heading means "AGE".

APPLICANT means an ELIGIBLE MEMBER or an INSURED MEMBER who meets the requirements of an ELIGIBLE MEMBER

ASSOCIATION means the ABC Association and any of its affiliate associations, or any other association and any of its affiliate associations or organization and any of its affiliate organizations that has been approved to offer the benefits under the Group Policy to its membership.

AVERAGE MONTHLY INCOME means, as of any date, a person's average monthly wages, salaries, commissions, fees and any other amounts received by such person for personal services, including the cost of his or her fringe benefits and share of total surplus.

AVERAGE MONTHLY INCOME does not include income from interest, dividends, rent, royalties, annuities, other insurance and other unearned income.

As of any date, these income amounts are computed:

1. for the immediately preceding period which produces the highest average, as follows: (a) the immediately preceding tax year; (b) the immediately preceding two tax years; or (c) the entire period, if less than 12 months; except that: Current earnings for a Covered Residual Disability, are computed for the most recent six months, or for the entire period if shorter, since the INSURED MEMBER returned to work;
2. before deduction of any income taxes or social insurance taxes; and
3. after deduction of normal and usual business expenses that are deductible for income tax purposes.

COGNITIVE IMPAIRMENT means - deterioration or irreversible loss of intellectual capacity, a deficiency in short or long-term memory, orientation as to people, place or time, deductive or abstract reasoning, and judgment as it relates to safety awareness. Cognitive Impairment will be measured according to generally accepted medical standards.

DEFINITIONS

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**.

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 SPOUSE**.

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

Class 1: A person who is:

1. a member of the **ASSOCIATION**;
2. at **FULL-TIME WORK**;
3. less than age **65**;
4. not a resident of an **EXCLUDED STATE**;
5. not eligible to become insured under the Policy for **TRANSFER INSURANCE**; and
6. not employed in any of the following occupations as stated in the U. S. Department Of Commerce’s North American Industry Classification System (“NAICS”).

<u>NAICS Code</u>	<u>Occupation</u>
11	Agriculture, Forestry, Fishing and Hunting
21	Mining
23	Construction
561612	Security Guards and Patrol Services
561613	Armored Car Services
5617	Services to Buildings and Dwellings
92212	Police Protection
92214	Correctional Institutions
92216	Fire Protection

Class 2: A person who:

1. has **TRANSFER INSURANCE**; and
2. has not reached **AGE 70** on the **TRANSFER DATE**.

ELIGIBLE MEMBER does not include a person who is on **ACTIVE DUTY IN THE ARMED FORCES**.

DEFINITIONS

ELIGIBLE SPOUSE means an APPLICANT'S 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 the sharing of a mutual residence.), who is in one of the following classes:

Class 1: A person who:

1. is identified on the request for group insurance;
2. with respect to a domestic partner, completes and submits the Declaration of Domestic Partnership;
3. is at FULL-TIME WORK;
4. is not on ACTIVE DUTY IN THE ARMED FORCES;
5. is less than age 65;
6. is not a resident of an EXCLUDED STATE;
7. is not an INSURED MEMBER; and,
8. is not employed in any of the following occupations as stated in the U. S. Department Of Commerce's North American Industry Classification System ("NAICS").

<u>NAICS Code</u>	<u>Occupation</u>
11	Agriculture, Forestry, Fishing and Hunting
21	Mining
23	Construction
561612	Security Guards and Patrol Services
561613	Armored Car Services
5617	Services to Buildings and Dwellings
92212	Police Protection
92214	Correctional Institutions
92216	Fire Protection

Class 2: A person who:

1. has TRANSFER INSURANCE; and
2. has not reached AGE 70 on the TRANSFER DATE.

EXCLUDED STATE means the Province of Quebec and 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 WORK 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. For the Own Occupation Disability Definition Option, it means the active performance for pay or profit of his/her professional specialty based on education and experiences on a basis of at least 20 hours each week.

INJURY means bodily injury sustained as a direct result of an accident and independent of all other causes.

INSURANCE DATE means the date that initial or restored insurance takes effect as stated in the For Insurance To Take Effect section of the When Insurance Takes Effect page.

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 MEMBER means a person who: (a) was an ELIGIBLE MEMBER on his or her initial INSURANCE DATE; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

INSURED SPOUSE means a person who: (a) was an ELIGIBLE SPOUSE on his or her initial 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 SPOUSE.

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

DEFINITIONS

ORGAN DONATION means the surgical removal of a bodily organ and its donation for direct transplant.

OTHER INCOME BENEFITS means the amount of any:

1. salary or other compensation the INSURED MEMBER receives for work performed while disabled and the amount of any income payment under a salary continuance plan;
2. income payments, other than unearned income, from a professional corporation, partnership or other group practice arrangement. Income payments include the cost of an INSURED MEMBER'S fringe benefits and the share of the total contributions to corporate surplus;
3. income payments under a retirement plan, other than a government pension plan, which starts on or after the date of disablement for which Covered Disability benefits become payable;
4. income payments under a government pension plan which starts on or after the date of disablement for which Covered Disability benefits become payable. Any increase in such payments that occurs after the WAITING PERIOD is excluded from the determination of such benefits;
5. benefits for loss of time from employment which is provided for a disability under: (a) any plan arranged by any employer, union or association; (b) any fund or other arrangement pursuant to any compulsory disability benefit act or law; or (c) an individual disability income policy;
6. benefits in the form of periodic cash payments for a disability, excluding any benefits for a disability starting before the INSURED MEMBER'S INSURANCE DATE, which is provided: (a) under any group life insurance plan; (b) by any federal, state, provincial, municipal or other governmental agency, or pursuant to the Federal Railroad Retirement Act; or (c) under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the INSURED MEMBER'S record of wages and self-employment income and payable to the INSURED MEMBER or a spouse or child of the INSURED MEMBER, without regard to any deductions from such benefits which can be made: (1) on account of work; (2) because of the INSURED MEMBER'S refusal to accept rehabilitation; or (3) because a spouse or child of the INSURED MEMBER has elected to be paid benefits under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the spouse's or child's own record of wages and self-employment income. In determining the amount of such benefits, however, there will be excluded the amount of any increase therein which occurs after the WAITING PERIOD;
7. benefits under a Workers' Compensation Act or similar act; and/or
8. benefits under any work loss provision in the mandatory part of any "no-fault" auto insurance policy.

OTHER INCOME BENEFITS include New York Life's estimate of the benefits under the Federal Social Security Act, Workers' Compensation Act or similar laws if such benefits: (a) have not been awarded; and (b) have not been denied; or (c) have been denied and such denial is being appealed.

PREMIUM means the amount the Policyholder must remit, and New York Life must receive, for the Policy to take effect on the Effective Date and/or for the Policy to continue in force. The PREMIUM remitted is determined by calculating the amounts of coverage in force on a PREMIUM DATE and multiplying those amounts by the applicable premium rate then in effect. However, amounts of coverage being continued without cost under provisions of this Policy will not be used in the above calculations.

The Policyholder is liable to remit all PREMIUM on each PREMIUM DATE.

Any other method of determining PREMIUM may be used which produces about the same total, if such method is agreeable to the Policyholder and New York Life.

PREMIUM DATE means the following dates on or before which the Policyholder must pay the PREMIUM to New York Life, for:

1. the first PREMIUM, the Effective Date; and
2. each later PREMIUM until termination of insurance under the Policy, each CONTRIBUTION DATE.

If the PREMIUM is not received by New York Life on or before the PREMIUM DATE, the Policy will be in default, unless New York Life has notified the Policyholder in writing before the PREMIUM DATE that it is waiving this provision for all or any part of the PREMIUM due on a PREMIUM DATE.

DEFINITIONS

PREVIOUS POLICY means Group Policy No. 201119-002 issued to the Policyholder by Allianz Life Insurance Company of North America.

SICKNESS means an illness, disease, physical condition, or pregnancy.

SPOUSE INSURANCE means an INSURED MEMBER'S insurance for his or her INSURED SPOUSE.

SURVIVOR SPOUSE means an INSURED SPOUSE of a deceased INSURED MEMBER.

TRANSFER DATE means, for each ELIGIBLE MEMBER with TRANSFER INSURANCE: (a) January 1, 2002, with respect to PREVIOUS POLICY 8213-003, 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 December 31, 2001, 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 December 31, 2001, or on such agreed to date.

TRANSFER INSURANCE means the disability insurance in force on: (a) with respect to PREVIOUS POLICY 8213-003, December 31, 2001; 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.

WAITING PERIOD means the initial, continuous period of a COVERED PERSON'S Covered Total Disability which must be completed before such Covered Total Disability becomes initially payable. If a COVERED PERSON returns to work for less than 15 days before the completion of a WAITING PERIOD, credit will be given toward satisfaction of the WAITING PERIOD for the number of days of Total Disability prior to such return to work. The WAITING PERIOD is stated on the Schedule page(s).

PREMIUM

Table Of Premium Rates

Semi-annual Premium Rates Per \$100 of Benefit

Active Plan 1

Insured Member's Age	60 day Waiting period	90 day Waiting Period
Under Age 40	\$5.74	\$5.19
Age 40 but before Age 50	9.78	8.42
Age 50 but before Age 60	16.36	15.68
Age 60 but before Age 65	19.13	17.00
Age 65 but before Age 70	22.48	20.19

Active Plan 2

Insured Member's Age	60 day Waiting period	90 day Waiting Period
Under Age 40	\$4.42	\$3.83
Age 40 but before Age 50	6.12	5.36
Age 50 but before Age 60	12.71	11.18
Age 60 but before Age 65	19.13	17.00
Age 65 but before Age 70	22.48	20.19

Frozen Plan A

Insured Member's Age	30 day Waiting period	60 day Waiting Period	90 day Waiting Period
Under Age 40	\$7.20	\$6.75	\$6.10
Age 40 but before Age 50	12.15	11.50	9.90
Age 50 but before Age 60	21.40	19.25	18.45
Age 60 but before Age 65	25.55	22.50	20.00
Age 65 but before Age 70	31.15	26.45	23.75

PREMIUM

Frozen Plan B

<u>Insured Member's Age</u>	<u>30 day Waiting period</u>	<u>60 day Waiting Period</u>	<u>90 day Waiting Period</u>
Under Age 40	\$5.40	\$4.70	\$3.95
Age 40 but before Age 50	6.30	5.15	4.25
Age 50 but before Age 60	11.70	9.90	7.90
Age 60 but before Age 65	21.35	18.10	14.85
Age 65 but before Age 70	31.15	26.45	23.75

Per \$100 Of Monthly Benefit

<u>Insured Member's Age</u>	<u>Future Purchase Option</u>	<u>Cost Of Living Option</u>	<u>Own Occupation Disability Definition Option</u>
Under Age 40	\$.90	\$4.00	\$.80
Age 40 but before Age 50	1.10	5.00	1.00
Age 50 but before Age 60	N/A	6.00	1.25
Age 60 but before Age 65	N/A	5.00	1.65
Age 65 but before Age 70	N/A	2.00	2.60

Per \$100 Of Monthly Benefit

<u>Insured Member's Age</u>	<u>Catastrophic Disability Option</u>	<u>Spouse & Elder Care Option</u>
Before AGE 31	\$ 4.00	\$ 4.00
AGE 31 but before AGE 41	5.00	5.00
AGE 41 but before AGE 51	6.00	6.00
AGE 51 but before AGE 61	5.00	5.00
AGE 61 but before AGE 66	2.00	2.00
AGE 66 and over	N/A	N/A

Premium rates for Monthly Benefits or modes of payment not shown are exact multiples of the applicable premium rates shown.

New York Life's Rights New York Life can change prospectively any method used to compute the PREMIUM due under the Policy, the PREMIUM rates and/or the tables on any:

1. **PREMIUM DATE**, on or after the first Anniversary Date, but not more than once in any 12-month period. New York Life will mail or deliver a written notice to the Policyholder at least 31 days before the date such change is to take effect; or
2. date New York Life's liability is changed by Policy amendment, any governmental program, law or regulation. An exercise of this right will not stop New York Life from exercising its right in 1. above.

New York Life may, out of the PREMIUM, pay a reasonable fee to the ASSOCIATION. This may be paid as consideration for: its endorsement of the Plan, intellectual property rights, mailing lists of eligible members, and other matters related to development, administration, and promotion of sales among the membership.



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

APPLICATION TO
NEW YORK LIFE INSURANCE COMPANY
51 Madison Avenue
New York, New York 10010

POLICY NUMBER **G-11111-1**
POLICYHOLDER **THE ABC ASSOCIATION**
ADDRESS **FIRST AVENUE**
NEW YORK, NEW YORK 10010

The Policyholder hereby applies to New York Life for the insurance in the Policy and it approves and accepts all the terms and conditions of the Policy.

This replaces any prior application by the Policyholder for this insurance.

DATED AT

DATED ON

SIGNED FOR THE POLICYHOLDER BY (Signature and Title)

AGENT (Must be a Resident Licensed Agent where required by law)

(This copy to be attached to the **Policy**)



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

**GROUP DISABILITY INCOME INSURANCE AND
 GROUP ACCIDENT DISABILITY INCOME INSURANCE TO AGE 70 CERTIFICATE (“CERTIFICATE”)**

POLICYHOLDER
POLICY NUMBER
CONTRACT STATE

THE ABC ASSOCIATION
G-11111-1 (the "Policy")
NEW YORK

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.

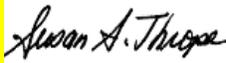
Renewal Insurance under the Policy, will be renewed automatically on each Anniversary Date if its terms and conditions are met. Insurance for an **INSURED MEMBER** will be renewed automatically on each **CONTRIBUTION DATE** for an **INSURANCE PERIOD** if the terms and conditions of the Policy are met.

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) and in the State Regulations, if any. These pages are 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 initial certificate. If the **INSURED MEMBER** does not wish to keep the initial 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.



 Secretary



 President

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 **30 days** after the commencement of any disability 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 Covered Disability within **90 days** after the date of the: **(a) WAITING PERIOD for a Covered Disability; or (b) return to work for a Covered Residual Disability.** 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 **within 30 days** after receipt of satisfactory proof of the Covered Disability.

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:

3. have a claimant 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
4. have a claimant's financial records audited, as often as New York Life may reasonably require.

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 **COVERED PERSON:** (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another 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 the PREVIOUS POLICY for TRANSFER 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 or facts were not accurate for any person: (a) a fair adjustment of remittances and/or insurance will be made; and (b) based upon the facts, New York Life will decide whether, and what, insurance is valid under the Policy.

IMPORTANT NOTICE

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 by giving written notice to New York Life at least 30 days in advance.

Termination By New York Life New York Life may terminate the Policy, on any Anniversary Date, by giving written notice to the Policyholder at least 60 days in advance.



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

INDIVIDUAL SCHEDULE OF BENEFITS

POLICYHOLDER THE ABC ASSOCIATION
POLICY NUMBER G-11111-1
CERTIFICATE NUMBER 123456 **DATE PREPARED** 4/1/08
SOCIAL SECURITY NUMBER 123-123-1234

INSURED MEMBER MR. BRUCE STEVENS **INITIAL INSURANCE DATE** 4/1/08
ADDRESS 25 GRAND AVENUE **CURRENT INSURANCE DATE** 4/1/08
ANY TOWN, USA 12345-6789

PLAN: 1
WAITING PERIOD: 60 DAYS
MONTHLY BENEFIT: \$1,500

INSURED SPOUSE LAURA KANE **INITIAL INSURANCE DATE** 4/1/08
SOCIAL SECURITY NUMBER 456-456-4567 **CURRENT INSURANCE DATE** 4/1/08

PLAN: 1
WAITING PERIOD: 90 DAYS
MONTHLY BENEFIT: \$1,000

IMPAIRMENT RESTRICTION: Any disability due to or related to curvature of the spine.

This Page Is Part Of Your Certificate.

G-11111-1



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

INDIVIDUAL SCHEDULE OF BENEFITS

POLICYHOLDER THE ABC ASSOCIATION
POLICY NUMBER G-11111-1
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G-11111-1



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

**GROUP DISABILITY INCOME INSURANCE AND
 GROUP ACCIDENT DISABILITY INCOME INSURANCE TO AGE 70 CERTIFICATE (“CERTIFICATE”)**

POLICYHOLDER
POLICY NUMBER
CONTRACT STATE

THE ABC ASSOCIATION
G-11111-1 (the "Policy")
NEW YORK

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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.

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 Secretary



 President

TABLE OF CONTENTS

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

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GMR-TABLE-DI

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GMR-C-NOTICE-DI

IMPORTANT NOTICE

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GMR-C-NOTICE-DI

WHEN INSURANCE TAKES EFFECT

Requests An APPLICANT can request to:

1. become initially insured for MEMBER INSURANCE and/or MEMBER INSURANCE and SPOUSE INSURANCE, subject to the Plans, Waiting Periods Available and Monthly Benefits Available sections as stated on the Schedule page(s). TRANSFER INSURANCE on each APPLICANT 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 if insurance ended because ACTIVE DUTY IN THE ARMED FORCES began. If the request is approved, all terms and conditions of the Policy applicable to the APPLICANT at the time insurance ended will be reinstated, subject to any changes in the Policy.

G-11111-1

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GMR-TE-DI

WHEN INSURANCE TAKES EFFECT

For Insurance To Take Effect For initial insurance or restoration of insurance to take effect:

1. the APPLICANT must give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life. For TRANSFER INSURANCE, 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 of insurance must be given within three months after the date ACTIVE DUTY IN THE ARMED FORCES ended;
2. the APPLICANT must give New York Life satisfactory medical evidence of insurability, if such evidence is required. Such evidence is not required for: (a) TRANSFER INSURANCE; or (b) restoration of insurance;
3. the APPLICANT must pay the CONTRIBUTION no later than the initial CONTRIBUTION DATE. 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;
4. the COVERED PERSON must be at FULL-TIME WORK on the INSURANCE DATE (the FULL-TIME WORK requirement does not apply to TRANSFER INSURANCE);
5. for SPOUSE INSURANCE, the APPLICANT must be an INSURED MEMBER on the INSURED SPOUSE'S INSURANCE DATE; and
6. New York Life must approve the insurance.

Subject to the exception stated below, the effective date of insurance is the first day of the policy month on or after the day all these requirements are met.

Exception: The INSURANCE DATE for a COVERED PERSON who was not at FULL-TIME WORK on the date such insurance would otherwise have taken effect is the first day of the month on or after the day the COVERED PERSON returns to FULL-TIME WORK for at least 90 consecutive days, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) the COVERED PERSON is still eligible to obtain the insurance on that day.

If these requirements are not satisfied, insurance will not take effect.

No benefits will be paid for any disability occurring before the INSURANCE DATE.

DISABILITY INCOME INSURANCE

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

Covered Disability A Covered Disability is a Covered Total Disability and/or Covered Residual Disability, if such disability is not excluded in the Exclusions section, as follows:

Covered Total Disability - A Covered Total Disability is an incapacity that completely and continuously prevents the **COVERED PERSON** from doing the material and substantial duties of:

- (a) His or her regular occupation during the WAITING PERIOD and during the next 24 consecutive months. And
- (b) Any occupation for which he or she is or may become qualified by reason of education, training or experience, after the WAITING PERIOD and the initial 24 consecutive months period has elapsed.

Note: An **INSURED MEMBER** will not be considered to have incurred a Covered Total Disability if at any time he or she is engaged in any occupation for pay or profit.

Such Covered Total Disability must begin while the **COVERED PERSON** is insured under the Policy and be the result of: (1) an **INJURY**. For a Covered Total Disability to be considered to have resulted from an **INJURY**, the Covered Total Disability must begin within **90 days** after an accident, if the accident occurs while the **COVERED PERSON** is insured under the Policy. If more than **90 days** has elapsed, such Covered Total Disability will be considered to have resulted from a **SICKNESS**; (2) a **SICKNESS**; or (3) an **ORGAN DONATION** that a **COVERED PERSON** makes, provided he or she has been insured under the Policy for at least **six** consecutive months on the day of such donation.

Covered Residual Disability - A Covered Residual Disability is an incapacity from an **INJURY, SICKNESS** or **ORGAN DONATION** that:

1. occurs when a **COVERED PERSON** returns to work following a period during which he or she suffered a Covered Total Disability of at least three months;
2. occurs after the **COVERED PERSON** received Covered Total Disability benefits for the same **INJURY, SICKNESS** or **ORGAN DONATION** for which claim for Covered Residual Disability benefits is made;
3. occurs before the **COVERED PERSON** received Covered Disability benefits for the Maximum Benefit Period for his or her Covered Total Disability;
4. occurs before the **COVERED PERSON** reaches his or her 64th birthday; and
5. results in a Loss of Earnings Ratio of 20% or more for Frozen Plan A or B, or 25% or more for Active Plan 1 or 2 as described in the Covered Residual Disability subsection in the What Benefit Is Payable section.

Exclusions The following disabilities are excluded:

Air Travel - A disability that: (a) occurs during; (b) is due to; or (c) is related to; 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: (a) solely as a fare paying passenger on a licensed, commercial, regularly scheduled, non-military aircraft; (b) in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved; or (c) in a transport type aircraft operated by the Military Airlift Command (MAC) or its successor organization of the United States of similar air service of any other country.

Crime/Illegal Occupation/Illegal Activity - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the **COVERED PERSON'S** participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; (d) terrorist activity; or (e) a riot.

Drugs - A disability 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.

DISABILITY INCOME INSURANCE

Impairment Restriction - A disability that is due to or related to a condition which has an Impairment Restriction. However, at any time and at his or her own expense, the COVERED PERSON can give medical evidence of insurability for a condition which has an Impairment Restriction. After review of such evidence, New York Life will determine: (a) if and when such Impairment Restriction should be removed or liberalized; or (b) if it should be continued.

“Impairment Restriction” means an exclusion or limitation of insurance on an COVERED PERSON. An Impairment Restriction will be: (a) established by New York Life; and (b) continued by New York Life if it is in effect on the day before: (1) the COVERED PERSON becomes insured under the Policy; or (2) a change in insurance takes effect; whether or not satisfactory medical evidence of insurability is furnished or medical evidence of insurability is required. All Impairment Restrictions are stated in the certificate. Insurance with such Impairment Restrictions is subject to the APPLICANT’S acceptance. Payment of one CONTRIBUTION after the COVERED PERSON is advised of the Impairment Restriction will establish such acceptance.

Military Service – A disability that is due to or related to service in the military, naval or air force of any country, alliance or international organization or in a civilian unit which serves such force.

Preexisting Condition - A disability that is classified as or related to a Preexisting Condition.

“Preexisting Condition” means an INJURY or SICKNESS or any condition related to such INJURY or SICKNESS for which a person consults a doctor, receives medical services or supplies or takes any medication during the 12 month period immediately before the COVERED PERSON’S INSURANCE DATE, if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy. Preexisting Condition does not include: (a) any such INJURY or SICKNESS or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication during the 12 month period immediately after he or she first becomes an INSURED MEMBER; (b) any such INJURY or SICKNESS or condition after such person has been continuously insured under the Policy for 24 months; or (c) an INJURY or SICKNESS or condition classified as an Impairment Restriction.

For TRANSFER INSURANCE, references to INSURANCE DATE mean the Effective Date under the PREVIOUS POLICY and the time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the applicable time requirements have been met.

Pregnancy, Childbirth Or A Related Medical Condition - A disability that is due to a pregnancy, childbirth or a related medical condition, except for a Complication Of Pregnancy.

“Complication Of Pregnancy” means:

1. any of the following conditions, requiring hospital confinement (when the pregnancy is not terminated) whose diagnosis are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as: acute nephritis, pyelitis of pregnancy, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a condition which is medically classified as a distinct Complication Of Pregnancy;
2. an extra-uterine pregnancy;
3. a complication that requires intra-abdominal surgery after termination of pregnancy;
4. a miscarriage;
5. a non-elective caesarean section;
6. an ectopic pregnancy that is terminated;
7. a spontaneous termination of pregnancy that occurs when a viable birth is not possible;
8. placenta previa, placenta abruptio or premature rupture of membranes;
9. pernicious vomiting of pregnancy (hyperemesis gravidarum); and/or
10. toxemia (eclampsia or pre-eclampsia).

DISABILITY INCOME INSURANCE

Regular Care - A disability: (a) that does not require a doctor's regular care of, or attendance to, the **COVERED PERSON**; or (b) for any period of disability for which the **COVERED PERSON** is not under the regular care and attendance of a doctor, except that: This requirement will not apply if such care is no longer required for prudent medical management of the **INJURY, SICKNESS or ORGAN DONATION**. For the purpose of satisfying the requirement that the **COVERED PERSON** be under the "regular care" of a doctor, doctor does not include the **COVERED PERSON** or a member of his or her immediate family.

Self Inflicted Injury - A disability that is due to or related to an intentional self-inflicted injury or occurs while intentionally injuring oneself; while the **COVERED PERSON** is sane or insane.

War Conditions - A disability 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 the benefit to be paid:

1. New York Life must receive satisfactory proof of the **COVERED PERSON'S** disability within **90 days** after the: **(a) WAITING PERIOD** for a Covered Disability; or **(b) date of return to work for a Covered Residual Disability**. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible;
2. New York Life must determine that the disability is a Covered Disability; and
3. the **COVERED PERSON** must complete the WAITING PERIOD.

What Benefit Is Payable The benefit payable for a Covered Disability is subject to the Maximum Benefit Period stated on the Schedule page(s) and is as follows.

Covered Total Disability - The benefit payable after the WAITING PERIOD is the applicable Monthly Benefit in force for the **COVERED PERSON** on the date his or her Covered Total Disability **began less any OTHER INCOME BENEFITS he or she is eligible to receive for that month**, except that: If the Covered Total Disability is the result of an **ORGAN DONATION**, any Covered Disability benefits otherwise payable will not include any increase in the Monthly Benefit or change in Plan that occurs within the six months period immediately before the date such Covered Total Disability began.

However, in the event of such reduction for **OTHER INCOME BENEFITS**, the benefit payable will not be less than \$50.

If **OTHER INCOME BENEFITS** have been estimated, the Monthly Benefit will be adjusted when New York Life receives proof: (a) of the actual amount awarded; or (b) that benefits have been denied and the denial is not being appealed, in which case New York Life will make a lump sum refund of the estimated amounts.

If there is other group disability insurance which applies to the same Covered Total Disability and contains the same or similar provision for reduction because of **OTHER INCOME BENEFITS**, New York Life will only be liable for its "pro rata share" of the total claim. "Pro rata share" means the proportion determined by dividing: (a) the benefit payable under the Policy, in the absence of such other insurance; by (b) the total of benefits payable under the Policy and such other policy or policies.

Covered Residual Disability - The benefit payable after the WAITING PERIOD for each month of Covered Residual Disability is equal to the Loss of Earnings Ratio multiplied by the applicable Monthly Benefit in force for the **COVERED PERSON** on the date his or her Covered Disability began less any **OTHER INCOME BENEFITS** he or she is eligible to receive for that month. However, in the event of such reduction for **OTHER INCOME BENEFITS**, the benefit payable will not be less than \$50.

DISABILITY INCOME INSURANCE

The "Loss of Earnings Ratio" is equal to:
$$\frac{(A \times R) - B}{(A \times R)}$$

Where :

"A" means the COVERED PERSON'S AVERAGE MONTHLY INCOME for the period before his or her Covered Disability began.

"B" means the COVERED PERSON'S AVERAGE MONTHLY INCOME for the most recent six months, or for the entire period if shorter, since the COVERED PERSON returned to work.

"R" means the "Residual Inflation Factor." The Residual Inflation Factor is obtained by dividing the CPI-U for the third month before each anniversary of the day when the Covered Disability began, by the CPI-U applicable on the third month before the day the Covered Disability began. The result cannot be less than a minimum of 1 or more than a maximum of 1 compounded at 8% per year for the years between the dates used in the calculation. If the result is less than 1, the factor will be 1. Also, before the date of the first calculation, the factor is 1.

"CPI-U" means the Consumer Price Index For All Urban Consumers, All Items, as published by the Bureau Of Labor Statistics. If the CPI-U, in New York Life's opinion, is no longer a valid index for the purpose of the Residual Inflation Factor, or is no longer published by the Bureau Of Labor Statistics, New York Life will use a new index.

However, New York Life will pay the full Monthly Benefit if, during any month of a Covered Residual Disability, the Loss of Earnings Ratio is 80% or more for Frozen Plan A or B, or 75% or more for Active Plan 1 or 2.

Catastrophic Disability Benefit – New York Life will pay a Catastrophic Disability Benefit in accordance with the following:

1. That the Catastrophic Disability Benefit option was elected by the COVERED PERSON and approved by New York Life;
2. That, as a result of the INJURY or SICKNESS that occurs while the COVERED PERSON is insured for the Catastrophic Disability option, the COVERED PERSON:
 - a. is unable to perform any two ACTIVITIES OF DAILY LIVING for a continuous period of at least ninety consecutive days; or
 - b. has a COGNITIVE IMPAIRMENT; or
 - c. has a Terminal Illness ("Terminal Illness" is a medical condition where the patient has a life expectancy of twelve months or less).
3. That the COVERED PERSON must have incurred a Covered Total Disability and is receiving benefits for such disability under the Policy;
4. That the Catastrophic Disability must occur and begin while the COVERED PERSON is insured under the Policy;
5. That the COVERED PERSON must not be at any time engaged in any occupation for pay or profit; and
6. That the Catastrophic Disability must not be due or related to a disability that is excluded in the Exclusions section.

The benefit payable will be the applicable monthly benefit equal to the Catastrophic Disability benefit elected, reduced by any OTHER INCOME BENEFITS he or she is eligible to receive for that month. However, in the event of such reduction for OTHER INCOME BENEFITS, the benefit payable will not be less than \$50.

If OTHER INCOME BENEFITS have been estimated, the Monthly Benefit will be adjusted when New York Life receives proof: (a) of the actual amount awarded; or (b) that benefits have been denied and the denial is not being appealed, in which case New York Life will make a lump sum refund of the estimated amounts.

If there is other group disability insurance which applies to the same Catastrophic Disability and contains the same or similar provisions for reduction because of OTHER INCOME BENEFITS, New York Life will only be liable for its "pro rata share" to the total claim. "Pro rata share" means the proportion determined by dividing: (a) the benefit payable under the Policy, in the absence of such other insurance; by (b) the total of benefits payable under the Policy and such other policy or policies.

The benefit is payable: (a) within 30 days after the requirements stated in the For The Benefit To Be Paid section are met; and (b) on a monthly basis, except that: The amount payable for any period which is less than a full month, is calculated by multiplying the monthly benefit payable by the number of days of Covered Disability and dividing the product by 30. Any balance remaining unpaid at the end of the period of liability will be made immediately upon receipt of satisfactory proof, on a pro rata basis.

DISABILITY INCOME INSURANCE

Who Will Be Paid Except as stated below, the benefit will be paid to the **INSURED MEMBER**.

Death/Incompetency - Subject to the Facility Of Payment exception, any accrued but unpaid benefit will be paid to: (a) the **INSURED MEMBER'S** estate, if the **INSURED MEMBER** dies; or (b) a duly appointed guardian or committee of the **INSURED MEMBER**, if such **INSURED MEMBER** is a minor or is not competent to give a valid release.

Facility Of Payment - New York Life has the right to pay up to **\$1,000** of the benefit to anyone who has incurred expenses for the **COVERED PERSON'S** Covered Disability.

When The Benefit Ends Except as stated in the Successive Periods Of Covered Total Disability, **Survivorship Benefit and Vocational Rehabilitation and Spouse & Elder Care Benefit** subsections below, the benefit will end on the earliest of the date:

1. the **COVERED PERSON'S** Covered Disability ends;
2. the **COVERED PERSON** dies;
3. New York Life does not receive the required proof that the **COVERED PERSON'S** Covered Disability continues;
4. the **COVERED PERSON** does not submit to an examination required by New York Life by a doctor it selects; or
5. the Maximum Benefit Period stated on the Schedule page(s) has been reached.

The **COVERED PERSON** will remain insured under the Policy after the benefit ends, except as stated on the When Insurance Ends page(s).

Exhaustion of Benefits - When a **COVERED PERSON** reaches the Maximum Benefit Period stated on the Schedule pages for a Covered Disability, insurance will be suspended and no **CONTRIBUTIONS** will be due. Insurance on the **COVERED PERSON** will be resumed without evidence of insurability, if: (a) the Group Policy remains in force; (b) he or she returns to **FULL-TIME WORK** for the six month period stated in the Successive Periods Of Total Disability section to qualify as a new disability; (c) New York Life receives written notice of the return to **FULL-TIME WORK** within 90 days after such return; (d) he or she is less than the Termination Age Date; (e) he or she continues to be a member of the **ASSOCIATION**; and (f) he or she pays the **CONTRIBUTION** from the date the insurance resumes. This resumption of insurance applies to new **TOTAL DISABILITIES**, as stated in the Successive Periods Of Total Disability section below.

Successive Periods Of Covered Total Disability - Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are due to: (a) the same or related causes, and which are separated by less than **six months** of return to continuous **FULL-TIME WORK** during which the **COVERED PERSON** is not totally disabled; or (b) different or unrelated causes, and are not separated by return to **FULL-TIME WORK** for at least one day.

Survivorship Benefit - If a **COVERED PERSON** dies during a period for which benefits are payable and after receiving the Monthly Benefit for at least six successive months, but less than 12 successive months, the **COVERED PERSON'S** spouse will receive a benefit equal to three times the monthly amount the **COVERED PERSON** was last entitled to receive for the month prior to death provided the Maximum Benefit Period was not reached by the **COVERED PERSON**.

If a **COVERED PERSON** dies during a period for which benefits are payable and after receiving the Monthly Benefit for at least 12 successive months, the **COVERED PERSON'S** spouse will receive a benefit equal to 75% of the monthly amount the **COVERED PERSON** was last entitled to receive for the month prior to death provided the Maximum Benefit Period was not reached by the **COVERED PERSON**. The benefit will end after 12 monthly payments have been made to the spouse.

If the **COVERED PERSON'S** spouse is not living, payment of the Survivorship Benefit will be made equally to the **COVERED PERSON'S** living children under age 23. If payment is due to a child or children, payment will be made to such child or children, or at the option of New York Life to a person whom New York Life reasonably believes may legally receive payment on such child's or children's behalf. Such payment will be proper to the extent made.

The benefit is payable within 30 days after New York Life receives satisfactory proof of the **COVERED PERSON'S** death.

Vocational Rehabilitation - A totally disabled **COVERED PERSON'S** participation in a rehabilitation program approved by New York Life will not be considered, by itself, as a recovery from that Covered Total Disability. However, the nature of the rehabilitation program and the extent of participation by the **COVERED PERSON** and by New York Life must be satisfactory to both and stated in a written rehabilitation program agreement before any such program can take effect.

A rehabilitation program can include: (a) a period of work for the purposes of rehabilitation; or (b) other vocational and rehabilitation assistance stated in the rehabilitation program agreement.

DISABILITY INCOME INSURANCE

Any benefits for a Covered Total Disability otherwise payable to a **COVERED PERSON** will continue to be payable during participation in an approved rehabilitation program.

In order to be considered for participation in a rehabilitation program, a **COVERED PERSON** must give: (a) New York Life a written request in which the **COVERED PERSON** consents to an evaluation of his or her rehabilitation and vocational potential; and (b) all written authorization necessary for the conduct of such evaluation by New York Life or a rehabilitation service or agency selected by New York Life.

New York Life may approve a **COVERED PERSON'S** participation in a rehabilitation program for a period of three consecutive months and may approve extension or renewals of such participation for one or more additional like or shorter periods. However, participation in a rehabilitation program for more than a total of 24 months will not be approved in connection with one period of Covered Total Disability.

An **COVERED PERSON'S** participation in a rehabilitation program will terminate at the end of the period of participation last approved by New York Life for the **COVERED PERSON**. New York Life will have the right to withdraw approval of an **COVERED PERSON'S** participation before the end of any such period by advance written notice to the **COVERED PERSON** and the **COVERED PERSON'S** participation will terminate, in such event, on the termination date stated in the notice.

Spouse & Elder Care Benefit – New York Life will pay a Spouse & Elder Care Benefit in accordance with the following:

1. That the **COVERED PERSON** has been approved by New York Life to participate in a Vocational Rehabilitation Program;
2. That the Spouse and Elder Care Benefit option was elected by the **COVERED PERSON** and approved by New York Life; and
3. That the **COVERED PERSON'S** Eligible Family Member (“Eligible family member” is a **COVERED PERSON'S** spouse, **COVERED PERSON'S** parents, and **COVERED PERSON'S** grandparents who live with the **COVERED PERSON**; and/or a **COVERED PERSON'S** spouse’s parents and grandparents who live with the **COVERED PERSON**) has at least two of the following: lost the ability to perform BATHING, DRESSING, TOILETING, TRANSFERRING, EATING CONTINENCE, suffers a **COGNITIVE IMPAIRMENT** or requires Substantial Supervision.

The benefit payable, for any month, is equal to the lesser of (1) the Additional Monthly Benefit elected; or (2) the Eligible Charges incurred by the **COVERED PERSON** for the care of his/her Eligible Family Member.

Eligible Charges include those:

1. Charged by a licensed adult care provider who is not a family member of the immediate family; and
2. Documented by receipts from the adult care provider which include the providers Social Security Number or Taxpayer Identification Number.

Workplace Modification Benefit – If the **COVERED PERSON** is disabled and is receiving a benefit, an additional Workplace Modification Benefit will be payable. New York Life will reimburse up to 100% of the reasonable costs the **COVERED PERSON** or the **COVERED PERSON'S** employer incurs through modifications to the workplace to accommodate the **COVERED PERSON'S** return to work, and to assist the **COVERED PERSON** in remaining at work.

The amount New York Life will pay will not exceed the lesser of:

1. six monthly benefits; or
2. the cost of the modification.

To qualify for this reimbursement, the **COVERED PERSON** must:

1. be disabled according to the terms of the Policy; and
2. have the reasonable expectation of returning to active employment and remaining in active employment with the assistance of the proposed workplace modification.

DISABILITY INCOME INSURANCE

The COVERED PERSON or the COVERED PERSON'S employer must give New York Life a written proposal of the proposed workplace modification. This proposal must include:

1. input from the COVERED PERSON or the COVERED PERSON'S employer and the COVERED PERSON'S doctor;
2. the purpose of the proposed workplace modification;
3. the expected completion date of the workplace modification; and
4. the cost of the workplace modification.

New York Life will reimburse the costs of the workplace modification when New York Life:

1. approves the proposed in writing;
2. receives proof from the COVERED PERSON or the COVERED PERSON'S employer that the workplace modification is complete; and
3. receives proof of the costs incurred by the COVERED PERSON or the COVERED PERSON'S employer for the workplace modification.

This benefit is available on a one time basis.

Transfer Of Ownership A COVERED PERSON can transfer all or any part of incidents of ownership of his or her insurance. The Policyholder agrees to accept CONTRIBUTIONS directly from the transferee.

Assignment The Owner can assign his or her interest in insurance. ("Owner" means the person who has the rights of ownership of the insurance while an INSURED MEMBER is living). If this were to occur, the Owner's interest, and anyone else's, is subject to that of the assignee. An assignee may not change the Owner. The Owner has all rights of ownership that have not been assigned. To assign the interest in the insurance, New York Life must be given a written request on a form satisfactory to it. New York Life is not responsible for the validity of any assignment. After the assignment has been recorded, it will take effect as of the date it was signed, subject to any payment made or other action taken by or on behalf of New York Life before the recording. For TRANSFER INSURANCE, any assignee in effect under the PREVIOUS POLICY on the day before the TRANSFER DATE will remain in effect under the Policy until changed.

ACCIDENT DISABILITY INCOME INSURANCE

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

Covered Total Disability A Covered Total Disability means incapacity from an INJURY that completely and continuously prevents the **COVERED PERSON** from doing the material and substantial duties of his or her regular occupation.

For a disability to be considered a Covered Total Disability, all of the following applies:

1. The INJURY must occur and the disability resulting from such INJURY must begin while the **COVERED PERSON** is insured under the Policy;
2. The **COVERED PERSON** must not at any time be engaged in any occupation for pay or profit;
3. The Covered Total Disability must not be due to or related to a disability that is excluded in the Exclusions section.
4. The disability resulting from such INJURY must begin within 90 days after the INJURY. If more than 90 days have elapsed, the disability will be considered to have resulted from a sickness and not covered under the terms and conditions of the Policy.

Exclusions The following disabilities are excluded:

Before Insurance – An injury or a disability resulting from such injury that began or first manifested itself before the person became a **COVERED PERSON**.

Crime/Illegal Occupation/Illegal Activity – An injury or a disability resulting from such injury that: (a) occurs during; (b) is due to; or (c) is related to; the **COVERED PERSON'S** participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; (d) terrorist activity; or (e) a riot.

Disease/Infirmary - A disability 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 – An injury or a disability resulting from such injury 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; (b) illegal use of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents; or (c) legal intoxication.

Military Service – An injury or a disability resulting from such injury that is due to or related to service in the military, naval or air force of any country, alliance or international organization or in a civilian unit that serves such force.

Regular Care - An injury or a disability resulting from such injury: (a) that does not require a doctor's regular care of, or attendance to, the **COVERED PERSON**; or (b) for any period of disability for which the **COVERED PERSON** is not under the regular care and attendance of a doctor, except that: This requirement will not apply if such care is no longer required for prudent medical management of the INJURY. For the purpose of satisfying the requirement that the **COVERED PERSON** be under the "regular care" of a doctor, doctor does not include the **COVERED PERSON** or a member of his or her immediate family.

Self-Inflicted Injury/Suicide - An injury or a disability resulting from such injury 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.

Treatment - A disability 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 - An injury or a disability resulting from such injury 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.

ACCIDENT DISABILITY INCOME INSURANCE

For The Benefit To Be Paid For the benefit to be paid:

1. New York Life must receive satisfactory proof of the **COVERED PERSON'S** disability within **90 days** after the WAITING PERIOD. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible;
2. New York Life must determine that the disability is a Covered Total Disability; and
3. the COVERED PERSON must complete the WAITING PERIOD.

What Benefit Is Payable The benefit payable for a Covered Total Disability is subject to the Maximum Benefit Period stated on the Schedule page(s) and is as follows.

Covered Total Disability - The benefit payable after the WAITING PERIOD is the applicable Monthly Benefit in force for the **COVERED PERSON** on the date his or her Covered Total Disability began **less any Other Income Benefits he or she is eligible to receive for that month. However, in the event of such reduction for Other Income Benefits, the benefit payable will not be less than \$50.**

If Other Income Benefits have been estimated, the Monthly Benefit will be adjusted when New York Life receives proof: (a) of the actual amount awarded; or (b) that benefits have been denied and the denial is not being appealed, in which case New York Life will make a lump sum refund of the estimated amounts.

If there is other group disability insurance which applies to the same Covered Total Disability and contains the same or similar provision for reduction because of Other Income Benefits, New York Life will only be liable for its "pro rata share" of the total claim. "Pro rata share" means the proportion determined by dividing: (a) the benefit payable under the Policy, in the absence of such other insurance; by (b) the total of benefits payable under the Policy and such other policy or policies.

Other Income Benefits ("Other Income Benefits") means the amount a COVERED PERSON receives or is eligible to receive as disability income payments under: (a) the Federal Employees' Compensation Act ("FECA"); or (b) any state compulsory act or law, including but not limited to: (1) a worker's compensation law; (2) an occupational disease law; (3) any other act or law with similar intent.

The benefit is payable: (a) within 30 days after the requirements stated in the For The Benefit To Be Paid section are met; and (b) on a monthly basis, except that: The amount payable for any period which is less than a full month, is calculated by multiplying the monthly benefit payable by the number of days of Covered Total Disability and dividing the product by 30. Any balance remaining unpaid at the end of the period of liability will be made immediately upon receipt of satisfactory proof, on a pro rata basis.

ACCIDENT DISABILITY INCOME INSURANCE

Who Will Be Paid Except as stated below, the benefit will be paid as follows:

MEMBER INSURANCE will be paid to the **INSURED MEMBER**.

Death/Incompetency - Subject to the Facility Of Payment exception, any accrued but unpaid benefit will be paid to: (a) the **INSURED MEMBER'S** estate, if the **INSURED MEMBER** dies; or (b) a duly appointed guardian or committee of the **INSURED MEMBER**, if such **INSURED MEMBER** is a minor or is not competent to give a valid release.

SPOUSE INSURANCE will be paid to the **INSURED MEMBER**, if living otherwise to the **SURVIVOR SPOUSE**.

Death/Incompetency - Subject to the Facility Of Payment exception, any accrued but unpaid benefit will be paid to: (a) the **SURVIVOR SPOUSE'S** estate, if the **SURVIVOR SPOUSE** dies; or (b) a duly appointed guardian or committee of the **SURVIVOR SPOUSE**, if such **SURVIVOR SPOUSE** is a minor or is not competent to give a valid release.

Facility Of Payment - New York Life has the right to pay up to **\$1,000** of the benefit to anyone who has incurred expenses for the Covered Total Disability.

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 disability of the **COVERED PERSON**. Payment will be made in accordance with this section as though that person(s) had died before the **COVERED PERSON**.

When The Benefit Ends Except as stated below, the benefit will end on the earliest of the date:

1. the **COVERED PERSON'S** Covered Total Disability ends;
2. the **COVERED PERSON** dies;
3. New York Life does not receive the required proof that the **COVERED PERSON'S** Covered Total Disability continues;
4. the **COVERED PERSON** does not submit to an examination required by New York Life by a doctor it selects; or
5. the Maximum Benefit Period stated on the Schedule page(s) has been reached.

Successive Periods Of Covered Total Disability - Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are due to: (a) the same or related causes, and which are separated by less than **six months** of return to continuous **FULL-TIME WORK** during which the **COVERED PERSON** is not totally disabled; or (b) different or unrelated causes, and are not separated by return to **FULL-TIME WORK**.

Transfer Of Ownership An **INSURED MEMBER** can transfer all or any part of incidents of ownership of his or her insurance. The Policyholder agrees to accept **CONTRIBUTIONS** directly from the transferee.

Assignment The Owner can assign his or her interest in insurance. ("Owner" means the person who has the rights of ownership of the insurance while an **INSURED MEMBER** is living). If this were to occur, the Owner's interest, and anyone else's, is subject to that of the assignee. An assignee may not change the Owner. The Owner has all rights of ownership that have not been assigned. To assign the interest in the insurance, New York Life must be given a written request on a form satisfactory to it. New York Life is not responsible for the validity of any assignment. After the assignment has been recorded, it will take effect as of the date it was signed, subject to any payment made or other action taken by or on behalf of New York Life before the recording. For **TRANSFER INSURANCE**, any assignee in effect under the **PREVIOUS POLICY** on the day before the **TRANSFER DATE** will remain in effect under the Policy until changed.

WHEN INSURANCE ENDS

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

1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer a member of the ASSOCIATION;
2. the date the **COVERED PERSON** is no longer at FULL-TIME WORK or has retired. The **COVERED PERSON** must immediately notify New York Life of the date that: (a) FULL-TIME WORK ended; or (b) he or she retired. If it is not possible to notify New York Life immediately, notification must be made as soon as reasonably possible. CONTRIBUTIONS paid and covering any INSURANCE PERIOD after the date insurance would otherwise end as a result of the **COVERED PERSON** no longer being at FULL-TIME WORK or retiring will be refunded for up to one year before the date New York Life was notified or became aware that the **COVERED PERSON** was no longer at FULL-TIME WORK or retired. In no event will disability benefits be paid for a disability occurring after the date FULL-TIME WORK ended or retirement began. This provision does not apply if the **COVERED PERSON** is no longer at FULL-TIME WORK due to his or her Covered Total Disability;
3. the last day of the INSURANCE PERIOD during which the **COVERED PERSON** reaches age 70;
4. for an INSURED SPOUSE, the last day of the INSURANCE PERIOD during which such INSURED SPOUSE ceases to be the lawful married spouse or domestic partner of the INSURED MEMBER;
5. 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;
6. the day before the day the **COVERED PERSON** begins ACTIVE DUTY IN THE ARMED FORCES, with the applicable CONTRIBUTIONS refunded pro rata;
7. the date the **COVERED PERSON** receives Covered Total Disability benefits for the Maximum Benefit Period stated in the Schedule for the Plan in effect for such **COVERED PERSON**;
8. 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; or
9. 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.

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:

Extension Of Benefits Discontinuance of the Policy will have no effect on the benefits payable for: (a) a Covered Total Disability which began before the date of such discontinuance; or (b) an INJURY to a **COVERED PERSON** which occurred while he or she was insured under the Policy provided the Covered Total Disability begins within **30 days** after such INJURY. This extension of benefits applies whether the Policyholder secures replacement coverage from a new insurer or foregoes the provision of coverage.

Waiver Of Contribution Benefit New York Life will waive the payment of **the CONTRIBUTION on a COVERED PERSON**, if such **COVERED PERSON** suffers a Covered Total Disability and receives Covered Total Disability benefits for six consecutive months. **CONTRIBUTIONS will be waived beginning on the CONTRIBUTION DATE following the date such COVERED PERSON has received Covered Total Disability benefits for six consecutive months.**

The Waiver Of Contribution Benefit will end on the **CONTRIBUTION DATE following the** date the Covered Disability benefit ends, as stated in the When The Benefit Ends section on the Disability Income Insurance page(s).

DEFINITIONS

ACTIVE DUTY IN THE ARMED FORCES means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered ACTIVE DUTY IN THE ARMED FORCES.

ACTIVITIES OF DAILY LIVING include:

BATHING: the ability to wash oneself in either a tub or shower, or by sponge bath. This includes the tasks of getting into and out of the tub or shower with or without the aid of equipment or adaptive devices.

DRESSING: the ability to put on and take off all necessary and appropriate items of clothing and medically necessary braces or artificial limbs usually worn; and to fasten and unfasten them.

TOILETING: the ability to do all of the following, with or without the aid of equipment: (a) get to and from the toilet; (b) get on and off the toilet; and (c) maintain a reasonable level of personal hygiene for the body.

TRANSFERRING: the ability to move in and out of bed, chair or wheelchair with or without the aid of equipment such as: a cane; walker; crutches; grab bars; or other support devices.

EATING: the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the aid of equipment.

CONTINENCE: the ability to voluntarily maintain control of bowel and/or bladder function or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene (including caring for catheter or colostomy bag).

AGE means a person's attained age on the first day of any INSURANCE PERIOD, except that for the purpose of determining the Maximum Benefit Period, AGE means the COVERED PERSON'S attained age. References to Age in any heading means "AGE".

APPLICANT means an ELIGIBLE MEMBER or an INSURED MEMBER who meets the requirements of an ELIGIBLE MEMBER

ASSOCIATION means the ABC Association and any of its affiliate associations, or any other association and any of its affiliate associations or organization and any of its affiliate organizations that has been approved to offer the benefits under the Group Policy to its membership.

AVERAGE MONTHLY INCOME means, as of any date, a person's average monthly wages, salaries, commissions, fees and any other amounts received by such person for personal services, including the cost of his or her fringe benefits and share of total surplus.

AVERAGE MONTHLY INCOME does not include income from interest, dividends, rent, royalties, annuities, other insurance and other unearned income.

As of any date, these income amounts are computed:

1. for the immediately preceding period which produces the highest average, as follows: (a) the immediately preceding tax year; (b) the immediately preceding two tax years; or (c) the entire period, if less than 12 months; except that: Current earnings for a Covered Residual Disability, are computed for the most recent six months, or for the entire period if shorter, since the INSURED MEMBER returned to work;
2. before deduction of any income taxes or social insurance taxes; and
3. after deduction of normal and usual business expenses that are deductible for income tax purposes.

COGNITIVE IMPAIRMENT means - deterioration or irreversible loss of intellectual capacity, a deficiency in short or long-term memory, orientation as to people, place or time, deductive or abstract reasoning, and judgment as it relates to safety awareness. Cognitive Impairment will be measured according to generally accepted medical standards.

DEFINITIONS

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**.

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 SPOUSE**.

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

Class 1: A person who is:

1. a member of the **ASSOCIATION**;
2. at **FULL-TIME WORK**;
3. less than age **65**;
4. not a resident of an **EXCLUDED STATE**;
5. not eligible to become insured under the Policy for **TRANSFER INSURANCE**; and
6. not employed in any of the following occupations as stated in the U. S. Department Of Commerce’s North American Industry Classification System (“**NAICS**”).

<u>NAICS Code</u>	<u>Occupation</u>
11	Agriculture, Forestry, Fishing and Hunting
21	Mining
23	Construction
561612	Security Guards and Patrol Services
561613	Armored Car Services
5617	Services to Buildings and Dwellings
92212	Police Protection
92214	Correctional Institutions
92216	Fire Protection

Class 2: A person who:

1. has **TRANSFER INSURANCE**; and
2. has not reached **AGE 70** on the **TRANSFER DATE**.

ELIGIBLE MEMBER does not include a person who is on **ACTIVE DUTY IN THE ARMED FORCES**.

DEFINITIONS

ELIGIBLE SPOUSE means an APPLICANT'S 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 the sharing of a mutual residence.), who is in one of the following classes:

Class 1: A person who:

1. is identified on the request for group insurance;
2. with respect to a domestic partner, completes and submits the Declaration of Domestic Partnership;
3. is at FULL-TIME WORK;
4. is not on ACTIVE DUTY IN THE ARMED FORCES;
5. is less than age 65;
6. is not a resident of an EXCLUDED STATE;
7. is not an INSURED MEMBER; and.
8. is not employed in any of the following occupations as stated in the U. S. Department Of Commerce's North American Industry Classification System ("NAICS").

<u>NAICS Code</u>	<u>Occupation</u>
11	Agriculture, Forestry, Fishing and Hunting
21	Mining
23	Construction
561612	Security Guards and Patrol Services
561613	Armored Car Services
5617	Services to Buildings and Dwellings
92212	Police Protection
92214	Correctional Institutions
92216	Fire Protection

Class 2: A person who:

1. has TRANSFER INSURANCE; and
2. has not reached AGE 70 on the TRANSFER DATE.

EXCLUDED STATE means the Province of Quebec and 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 WORK 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. For the Own Occupation Disability Definition Option, it means the active performance for pay or profit of his/her professional specialty based on education and experiences on a basis of at least 20 hours each week.

INJURY means bodily injury sustained as a direct result of an accident and independent of all other causes.

INSURANCE DATE means the date that initial or restored insurance takes effect as stated in the For Insurance To Take Effect section of the When Insurance Takes Effect page.

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 MEMBER means a person who: (a) was an ELIGIBLE MEMBER on his or her initial INSURANCE DATE; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

INSURED SPOUSE means a person who: (a) was an ELIGIBLE SPOUSE on his or her initial 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 SPOUSE.

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

DEFINITIONS

ORGAN DONATION means the surgical removal of a bodily organ and its donation for direct transplant.

OTHER INCOME BENEFITS means the amount of any:

1. salary or other compensation the INSURED MEMBER receives for work performed while disabled and the amount of any income payment under a salary continuance plan;
2. income payments, other than unearned income, from a professional corporation, partnership or other group practice arrangement. Income payments include the cost of an INSURED MEMBER'S fringe benefits and the share of the total contributions to corporate surplus;
3. income payments under a retirement plan, other than a government pension plan, which starts on or after the date of disablement for which Covered Disability benefits become payable;
4. income payments under a government pension plan which starts on or after the date of disablement for which Covered Disability benefits become payable. Any increase in such payments that occurs after the WAITING PERIOD is excluded from the determination of such benefits;
5. benefits for loss of time from employment which is provided for a disability under: (a) any plan arranged by any employer, union or association; (b) any fund or other arrangement pursuant to any compulsory disability benefit act or law; or (c) an individual disability income policy;
6. benefits in the form of periodic cash payments for a disability, excluding any benefits for a disability starting before the INSURED MEMBER'S INSURANCE DATE, which is provided: (a) under any group life insurance plan; (b) by any federal, state, provincial, municipal or other governmental agency, or pursuant to the Federal Railroad Retirement Act; or (c) under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the INSURED MEMBER'S record of wages and self-employment income and payable to the INSURED MEMBER or a spouse or child of the INSURED MEMBER, without regard to any deductions from such benefits which can be made: (1) on account of work; (2) because of the INSURED MEMBER'S refusal to accept rehabilitation; or (3) because a spouse or child of the INSURED MEMBER has elected to be paid benefits under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the spouse's or child's own record of wages and self-employment income. In determining the amount of such benefits, however, there will be excluded the amount of any increase therein which occurs after the WAITING PERIOD;
7. benefits under a Workers' Compensation Act or similar act; and/or
8. benefits under any work loss provision in the mandatory part of any "no-fault" auto insurance policy.

OTHER INCOME BENEFITS include New York Life's estimate of the benefits under the Federal Social Security Act, Workers' Compensation Act or similar laws if such benefits: (a) have not been awarded; and (b) have not been denied; or (c) have been denied and such denial is being appealed.

DEFINITIONS

PREVIOUS POLICY means Group Policy No. 201119-002 issued to the Policyholder by Allianz Life Insurance Company of North America.

SICKNESS means an illness, disease, physical condition, or pregnancy.

SPOUSE INSURANCE means an INSURED MEMBER'S insurance for his or her INSURED SPOUSE.

SURVIVOR SPOUSE means an INSURED SPOUSE of a deceased INSURED MEMBER.

TRANSFER DATE means, for each ELIGIBLE MEMBER with TRANSFER INSURANCE: (a) January 1, 2002, with respect to PREVIOUS POLICY 8213-003, 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 December 31, 2001, 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 December 31, 2001, or on such agreed to date.

TRANSFER INSURANCE means the disability insurance in force on: (a) with respect to PREVIOUS POLICY 8213-003, December 31, 2001; 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.

WAITING PERIOD means the initial, continuous period of a COVERED PERSON'S Covered Total Disability which must be completed before such Covered Total Disability becomes initially payable. If a COVERED PERSON returns to work for less than 15 days before the completion of a WAITING PERIOD, credit will be given toward satisfaction of the WAITING PERIOD for the number of days of Total Disability prior to such return to work. The WAITING PERIOD is stated on the Schedule page(s).

SCHEDULE

DISABILITY INCOME INSURANCE

Active Plans

Plan 1

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
Before his or her 63 rd birthday	To his or her 65 th birthday
Age 63 but before his or her 65 th birthday	2 years
Age 65 but before his or her 70 th birthday	1 year

Plan 2

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
Before his or her 61 st birthday	5 years
Age 61 but before his or her 62 nd birthday	4 years
Age 62 but before his or her 63 rd birthday	3 years
Age 63 but before his or her 65 th birthday	2 years
Age 65 but before his or her 70 th birthday	1 year

Frozen Plans

Plan A

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
Before his or her 63 rd birthday	To his or her 65 th birthday
Age 63 but before his or her 65 th birthday	2 years
Age 65 but before his or her 70 th birthday	1 year

Plan B

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
Before his or her 61 st birthday	5 years
Age 61 but before his or her 62 nd birthday	4 years
Age 62 but before his or her 63 rd birthday	3 years
Age 63 but before his or her 65 th birthday	2 years
Age 65 but before his or her 70 th birthday	1 year

For a Covered Residual Disability, the Maximum Benefit Period is the remaining Maximum Benefit Period for the INSURED MEMBER'S Covered Total Disability.

SCHEDULE

* The Maximum Benefit Period for all Covered Disabilities of an INSURED MEMBER which are due to or related to Mental Disorders and/or Chemical Dependency while such person is insured under the Policy, whether insurance has been continuous or interrupted, cannot exceed the lesser of: (a) 24 months; or (b) the Maximum Benefit Period for a Covered Total Disability. This limitation does not apply to any period during which such INSURED MEMBER is institutionalized.

“Mental Disorder” means a condition due to or resulting from psychiatric or psychological conditions, regardless of cause, such as: (a) schizophrenia; (b) depression; (c) manic depressive or bipolar illness; (d) anxiety; (e) personality disorders; and/or (f) adjustment disorders or other conditions, usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions. This limitation does not apply to dementia, if due to: (a) stroke; (b) trauma; (c) viral infection; (d) Alzheimer’s disease; or (e) other conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other modalities.

“Chemical Dependency” means the abuse of or psychological or physical dependency on or addiction to alcohol or a controlled substance. For purposes of this definition, "controlled substance" means a toxic inhalant, a volatile chemical, abusable glue or aerosol paint, or a substance designated as or considered a controlled substance under applicable federal, state or local authority.

Waiting Periods Available

30**, 60, or 90 days

** Frozen Plans Only

Except that: If an INSURED MEMBER suffers a Covered Disability as a result of an ORGAN DONATION, his or her WAITING PERIOD will be 0 days for that Covered Disability.

Basic Monthly Benefits Available

\$200 through \$5,000, in multiples of \$100

Except that:

A Monthly Benefit is not available to an APPLICANT if the amount of the Monthly Benefit, when combined with the total of any other disability insurance, prorated monthly, for which the APPLICANT is insured or for which he or she is applying, would exceed 70% of his or her AVERAGE MONTHLY INCOME, subject to New York Life’s underwriting requirements.

The Monthly Benefit Amount will reduce to a maximum of \$3,000 when the INSURED MEMBER reaches AGE 60, and further reduce to a maximum of \$1,000 when the INSURED MEMBER reaches AGE 65.

Note:

TRANSFER INSURANCE on each INSURED MEMBER will equal the amount of insurance in effect on the day before the TRANSFER DATE without regard to the minimum, maximum, or multiple restrictions. However, any changes are subject to the applicable Plans Available, Waiting Periods Available and Monthly Benefits Available sections.

SCHEDULE

Cost Of Living Option

If this option is elected and approved by New York Life, the Monthly Benefit payable for a Covered Disability may be adjusted annually to reflect changes in the cost of living based on the CPI-U. (“CPI-U” means the Consumer Price Index For All Urban Consumers, All Items, as published by the Bureau Of Labor Statistics. If the CPI-U, in New York Life's opinion, is no longer a valid index for the purpose of the Cost Of Living Option, or is no longer published by the Bureau Of Labor Statistics, New York Life will use a new index.) Years are measured from the start of the WAITING PERIOD. In the first year, no adjustment will be made. Adjustments may be made to the Monthly Benefit paid in the second and each succeeding year.

The adjusted Monthly Benefit for a given year is determined by multiplying the Monthly Benefit by the Inflation Factor. (“Inflation Factor” means the result obtained by dividing the CPI-U for the third month before each anniversary of the day when the Covered Total Disability began, by the CPI-U applicable on the third month before the day the Covered Total Disability began. The result cannot be less than a minimum of 1 or more than a maximum of 2 compounded at 8% per year for the years between the dates used in the calculation. If the result is less than 1, the factor will be 1. Also, before the date of the first calculation, the factor is 1.)

However, the adjusted Monthly Benefit may never exceed two times the pre-adjusted Monthly Benefit. When the Covered Disability ends, as stated in the When The Benefit Ends section on the Disability Income Insurance page(s), the Monthly Benefit will be reduced to the pre-adjusted Monthly Benefit.

Own Occupation Disability Definition Option

If this option is elected and approved by New York Life, New York Life will pay a benefit for a Covered Total Disability, if a MEMBER: (a) while he or she is insured under the Policy; (b) suffers an incapacity from an INJURY or SICKNESS which completely and continuously prevents him or her from doing the material and substantial duties of his or her occupation; (c) he or she is engaged in an occupation for pay or profit which does not require his or her professional veterinary education and training.

The benefit is payable only after CURRENT MONTHLY INCOME is at least 25% less than the AVERAGE NET MONTHLY INCOME for the period before his or her Covered Total Disability began. The benefit is payable until the earlier of: (a) five years after the benefit begins; (b) the month in which CURRENT MONTHLY INCOME is 75% or greater of the AVERAGE NET MONTHLY INCOME for the period before his or her Covered Total Disability began; or (c) the Maximum Benefit Period for the INSURED MEMBER'S Covered Total Disability.

Future Purchase Option

Under the Future Purchase Option, an APPLICANT is given the opportunity to increase his or her Monthly Benefit without giving New York Life medical evidence of insurability, by converting the Future Purchase Option elected by the APPLICANT and approved by New York Life for an increase in the APPLICANT'S Monthly Benefit, in accordance with the following:

Future Purchase Options Available The Future Purchase Options are available in amounts of \$500 to \$2,000 (in \$100 multiples), not to exceed the APPLICANT'S Monthly Benefit in effect on the date the APPLICANT requests the Future Purchase Option. Also, the total of the APPLICANT'S Monthly Benefit and the amount of the Future Purchase Option cannot exceed the Maximum as stated in the Monthly Benefits Available item of the Long Term Disability section on the Schedule - Disability Income Insurance pages.

Requests An APPLICANT who is less than AGE 50; may request the Future Purchase Option, if he or she: (1) gives the Policyholder a completed, written request for the Future Purchase Option on a form satisfactory to New York Life, as required; (2) gives New York Life satisfactory medical evidence of insurability, at the APPLICANT'S expense; and (3) pays the applicable CONTRIBUTION for the Future Purchase Option.

The Future Purchase Option takes effect on the first day of the month after the date New York Life approves the APPLICANT'S request for the Future Purchase Option.

SCHEDULE

When The Option May Be Converted Except as stated below, an APPLICANT can convert all or any part of the Future Purchase Option, in \$100 units, to an increase in his or her Monthly Benefit, on the May 1 coinciding with or otherwise next following the APPLICANT'S 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48 and 50th birthdays, if:

1. the APPLICANT is not suffering from a Covered Disability as stated on the Disability Income Insurance page(s); and
2. the resulting increase in such APPLICANT'S Monthly Benefit, when combined with the total of any other disability income insurance, prorated monthly, for which the APPLICANT is insured or for which he or she is applying as of such May 1, does not exceed: (a) 60% of the APPLICANT'S AVERAGE NET MONTHLY INCOME as of such May 1; or (b) the Maximum as stated in the Monthly Benefits Available item.

except that: If an APPLICANT has converted the Future Purchase Option, but is suffering from a Covered Disability on such May 1, the increase in the Monthly Benefit will not take effect until the day after the Covered Disability ends.

The CONTRIBUTION for the Future Purchase Option will be reduced proportionately to the amount of the Future Purchase Option which is converted.

When The Option Ends The Future Purchase Option will end on the earliest of:

1. the last day of the INSURANCE PERIOD during which a voluntary request for termination of the Future Purchase Option is received by New York Life;
2. the date the INSURED MEMBER reaches AGE 50;
3. the date the Disability Income Insurance ends;
4. the date 100% of the Future Purchase Option has been converted into an increase in the APPLICANT'S Monthly Benefit; and
5. the last day of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid for the Future Purchase Option, except that: the Future Purchase Option will not end if the CONTRIBUTION for it is paid within 31 days after such day.

Catastrophic Disability Option

Additional Monthly Benefits Available

\$200 through \$5,000, in multiples of \$100

The Catastrophic Disability Option provides an Additional Monthly Benefit to the COVERED PERSON'S Basic Monthly Benefit.

The Additional Monthly Benefit Available cannot exceed the lesser of: (a) 40% of the COVERED PERSON'S AVERAGE MONTHLY INCOME or; (b) 100% of the COVERED PERSON'S AVERAGE MONTHLY INCOME when combined with the Basic Monthly Benefit.

Spouse & Elder Care Option

Additional Monthly Benefits Available

\$200, \$250 or \$500 Options

The Spouse & Elder Care Option provides an Additional Monthly Benefit to the COVERED PERSON'S Basic Monthly Benefit.

SCHEDULE

ACCIDENT DISABILITY INCOME INSURANCE

Plans Available

Plan 1

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
Before AGE 70	180 Days

Plan 2

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
Before AGE 70	1 Year

Plan 3

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
Before AGE 70	2 Years

Waiting Periods Available

14 days, 30 days, 60 days or 90 days

Monthly Benefits Available

\$200 through \$5,000, in multiples of \$100

Except that:

A Monthly Benefit is not available if the amount of the Monthly Benefit, when combined with the total of any other disability insurance, prorated monthly, for which the person is insured or for which he or she is applying, would exceed 70% of his or her Average Monthly Income, subject to New York Life's underwriting requirements.

Average Monthly Income ("Average Monthly Income") means, as of any date, a person's average monthly wages, salaries, commissions, fees and any other amounts received by such person for personal services, including the cost of his or her fringe benefits and share of total surplus.

Average Monthly Income does not include income from interest, dividends, rent, royalties, annuities, other insurance and other unearned income.

As of any date, these income amounts are computed:

1. for the immediately preceding period which produces the highest average, as follows: (a) the immediately preceding tax year; (b) the immediately preceding two tax years; or (c) the entire period, if less than 12 months;
2. before deduction of any income taxes or social insurance taxes; and
3. after deduction of normal and usual business expenses that are deductible for income tax purposes.

Note:

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, maximum, or multiple restrictions. However, any changes are subject to the applicable Plans Available, Waiting Periods Available and Monthly Benefits Available sections.

MEMORANDUM OF VARIABILITY

Each group plan written on these forms will qualify as an authorized group in the state of delivery. No variable provision will contain any language that is not completely in compliance with the applicable statutes, rules and regulations of the state of delivery, either in the body of the policy and/or certificate.

The approach in this filing is to present sets of pages illustrating coverages and provisions which will be drawn upon and modified to create a policy and certificate, or which may be used in combination with approved general, limited general or one case forms; e.g.; GE, GC, GR, GMM, etc. Pages and/or the provisions of pages will be included, added to or appropriately modified, or provisions may be deleted from pages to reflect group characteristics and plan design, but always within the context of the pages. To cite an example:

- definitions and references relating to transfer groups and dependents will be deleted from the pages if not a part of the plan design.

Additions and modifications will be made within the marked variable, except as stated in the following Explanation Of Format, Punctuation and Terminology section.

EXPLANATION OF FORMAT, PUNCTUATION AND TERMINOLOGY

The format, punctuation and terminology shown for the most part as fixed text, represent our standard approach. However upon policyholder request, such format, punctuation and terminology may be modified or deleted; for example:

1. All page titles may be double underlined and/or bold, and titles, lead paragraphs and all other provisions of these pages may be modified to reflect plan design;
2. The certificate may be formatted to decrease the number of pages by including more than one provision on a page to save printing and mailing costs. If multiple provisions are written on one page, they will indicate the form code and unique identifier.
3. Defined terms may be initial capitalized rather than all capitalized;
4. Policyholder references may be replaced by an employer, a trustee of a fund established by an employer, a labor union, or similar employee organization; or by the trust or trustee of a fund established by two or more employers, or by one or more labor unions or similar employee organizations, which trust or trustee shall be deemed the policyholder;
5. Insurance Date references may be replaced by Certificate Effective Date or a similar term;
6. Contribution Date references may be replaced by Renewal Date or a similar term depending upon the administrative capabilities of the policyholder's or third party administrator's systems;
7. References to Covered Person will be replaced by Insured Member, if insurance for eligible spouses is not available. The term Eligible Member and Insured Member will be replaced by the terms Eligible Employee and Insured Employee if insurance is for the employees of the policyholder or of an employer who is part of the Trust to whom the policy is issued;
8. Connective words and phrases, which serve the grammatical purpose of meaningful continuity and do not affect the description of the payment of benefits or other terms or conditions or the group policy and certificate affecting a person's coverage, may be modified as the sense demands, when other variable material changes. Such connective wording will not be ambiguous or deceptive.

GENERAL EXPLANATION OF VARIABLE

Plan design and policyholder preference will determine which pages and provisions will be used and how they will be modified; e.g., if disability insurance is only for injuries caused by an accident, then pages GMR ADI will be included, and pages GMR-DI will be deleted.

Wording may be modified within the variable text to comply with future changes in the requirements of the jurisdiction in which the policy is issued or in which the insured person resides.

Cross references to provisions in other positions in the forms, such as the Schedule, may be replaced by the provision itself.

All names, dates, amounts and other numbers are illustrative and will vary from group to group or to meet the minimum requirements of a law or required regulation.

New York Life may add a unique identifier to the bottom left hand corner of each page of the policy and certificate forms. This unique identifier will enable New York Life, State Insurance Departments, and insureds to differentiate between the group plans written under these GMR et. al. forms. The unique identifier will always be above and separate from the form code. For this filing, the unique identifier is shown as G-11111-1.

Page numbers will generally be included. The date on the lower right hand corner may be deleted or may reflect different or additional information; e.g., rider number and date.

ADDITIONAL EXPLANATION OF VARIABLE BY PAGE SETS

Face Page: Form GMR- FACE-DI

Provisions of the page will be appropriately modified within the context of the page or deleted from the page to reflect policy information as well as group characteristics and plan design; as follows:

1. The Effective Date, Anniversary Dates and Contract State headings will vary based on appropriate group characteristics. The Policyholder and Policy Number information varies for each group;
2. The No Interim Liability section will be deleted if insurance is offered without medical evidence of insurability;
3. References to Transfer Insurance will be deleted if the group did not transfer from a previous policy to the New York Life policy;
4. Personnel signatures will be modified to reflect the appropriate company officers;
5. Coverage description will show either the Disability Income Insurance and/or Accident Disability Income Insurance plans; and
6. Contributory/Non-Contributory references will reflect plan design.

Table Of Contents: Form GMR- TABLE-DI

Pages and page numbers are illustrative. This form will be modified to reflect the names and page numbers of the provisions which appear in the policy.

The Riders section will document any changes made to the policy after its original effective date. All such changes will be within the marked variable. The column for form code may be deleted.

When Insurance Takes Effect: Form GMR- TE -DI

This set of pages outlines basic provisions concerning employee and dependent eligibility; for example:

- Requirements that need to be met in order for coverage to begin;
- when insurance takes effect; and
- exceptions to the requirements for insurance to take effect or exceptions to the date insurance takes effect.

The variable portions of the page will be modified to reflect the facts applicable to the plan design, for example:

1. References to Spouse Insurance will be deleted for member-only or employee-only plans;
2. References to restoration of insurance will be deleted if insurance is only for disability due to an injury;
3. References to satisfactory medical evidence of insurability will be deleted if not applicable for the plan;
4. The Full-Time Work requirement may not apply to spouse insurance;
5. All references to Transfer Insurance will be deleted for a plan that has not transferred from a prior carrier; and
6. The Exception to the For Insurance To Take Effect will be modified to reflect the insurance date criteria.

Schedule: Form GMR-S-DI

Provisions of the pages may be included or omitted, added to or appropriately modified within the context of the page to reflect the features of the Policyholder's plan of benefits, such as Maximum Benefit Periods, Waiting Period, and Monthly Benefits Available. It may include the eligibility and other information that applies to the Policyholder's plan. If omitted, the information will be incorporated into the appropriate part of the policy and certificate; or the information may also appear in both the policy schedule, certificate schedule and the appropriate part of the policy and certificate.

If elected by the Policyholder, special enhanced benefit features such as the Own Occupation Disability Definition Option, the Cost of Living Option, the Future Purchase Option, the Catastrophic Disability Option, and the Spouse & Elder Care Option may appear as shown or modified based on Policyholder design.

Disability Income Insurance: Form GMR-DI

The provisions of these pages will be appropriately modified within the context of the page to reflect plan design, as follows:

Covered Total Disability item:

1. The Covered Total Disability definition will vary to reflect whether or not the total disability pertains to doing “his or her regular occupation”, or “his or her regular occupation” for just a specific time period and then “any other occupation” after that. “Any other occupation” may be modified to include criteria concerning education, experience, and training;
2. The stipulation that the person cannot be engaged in any occupation for pay or profit will appear as shown or may be deleted.
3. “90 days” may be replaced by any number of days higher than 90, but no more than 365.
4. “six” consecutive months may be replaced by any number less than six.

If the plan includes the Own Occupation Disability Definition Option, it will be referenced here to state for that option, total disability means the inability to perform one’s professional specialty.

Covered Residual Disability item:

1. All references to such disability may be deleted throughout the page.
2. If included, the definition of Covered Residual Disability may vary as follows:
 - (a) “three months” may be replaced by any time frame from “two-six months”;
 - (b) the reference to 64th birthday may appear or may be deleted, depending on maximum age;
 - (c) the Loss of Earnings Ratio may vary from 10% to 50%, and may be different per class of insureds.

Exclusions:

1. The exclusion for Air Travel may be deleted. The descriptions and types of aircraft cited may be modified.
2. The exclusion for Crime/Illegal Occupation/Illegal Activity will appear as shown or may be deleted.
3. The exclusion for Drugs will appear as shown or may be deleted.
4. The exclusion for Impairment Restriction will appear as shown or may be deleted.
5. An exclusion for Preexisting Condition may be deleted or may be modified as follows:
 - (a) the 12 month period before may be any time frame from 3 months to 12 months
 - (b) the phrase “if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy” may be deleted.
 - (c) the 12 month period immediately after may be any time from 3 months to 24 months
 - (d) The reference to Impairment Restriction may be deleted if Impairment Restriction is not an exclusion
 - (e) The limitation may be liberalized to only apply to late enrollees after employment or eligibility or salary increases
 - (f) The limitation may be liberalized to credit time insured under a policy with substantially similar level of benefits.
6. The exclusion for Pregnancy, Childbirth or a Related Medical Condition may be deleted.

For the Benefit To Be Paid:

Proof may be required to be received within 90-365 days of the disability.

What Benefit Is Payable:

1. All references to a reduction due to OTHER INCOME BENEFITS may be deleted.
2. If Covered Residual Disability is include, the calculation of the Loss of Earnings Ratio may be modified; for example:
 - a. the Residual Inflation Factor may be deleted from the calculation
 - b. the percentage of loss at which a full monthly benefit is payable may vary from 50% or more to 90% or more.
3. The Catastrophic Disability Benefit option may appear as shown or may be deleted. It also may be modified for a specific policyholder’s plan design.

Facility of Payment:
the amount may vary from \$250 to \$2,000.

Exhaustion of Benefits:

1. May be deleted
2. the time frame for a return to work may vary from 3 months to 9 months
3. the time frame for written notice may vary from 30 days to 120 days

Successive Periods of Covered Total Disability:
The time frame may vary from 3 months to 12 months

Survivorship Benefit:
This special enhanced benefit may be deleted or modified for plan design.

Spouse & Elder Care Benefit:
This special enhanced benefit may be deleted or modified for plan design.

Workplace Modification Benefit:
This special enhanced benefit may be deleted or modified for plan design.

Transfer of Ownership:
Will appear as shown, modified to add a definition of Owner, or be replaced by the Assignment section as shown.

Accident Disability Income Insurance: Form GMR-ADI

The provisions of these pages will be appropriately modified within the context of the page to reflect plan design, as follows:

Covered Total Disability:

1. "his or her regular occupation" may be revised to indicate a certain specialty or level of training or expertise.
2. The phrase "...must not at any time be engaged in any occupation for pay or profit" may be deleted, or may be modified to reflect a specific occupation or educational or training level.
3. The time frame for which the disability must begin after the injury may vary from 90 days to 365 days.

What Benefit Is Payable:
All references to a reduction for Other Income Benefits may be deleted.
If included, the definition of Other Income Benefits may be modified

Who Will Be Paid:
All references to Spouse Insurance may be deleted if plan does not include coverage for spouses.

Facility of Payment:
the amount may vary from \$250 to \$2,000.

Successive Periods of Covered Total Disability:
The time frame may vary from 3 months to 12 months

Transfer of Ownership:
Will appear as shown, modified to add a definition of Owner, or be replaced by the Assignment section as shown.

When Insurance Ends: Form GMR- ENDS-DI

1. Reference to insurance ending upon membership ending will only appear when applicable. The statement may be modified to reflect the ending of employment with the Policyholder;
2. References to retirement may be deleted;
3. Termination due to age will be modified to reflect whether termination occurs on the birthday or at the end of the insurance period;
4. Termination of the spouse due to divorce will appear only when applicable to the plan design;
5. If insurance ends when the Maximum Benefit Period is reached, the statement will be included here.

Continuance: Form GMR-CNT-DI

1. Extension of Benefits: will be modified to reflect the number of days the disability must occur after an injury;
2. Waiver of Contribution Benefit: will be modified to reflect: (a) how long a person must be receiving benefits for before the contribution is waived; and (b) when the waiver of contribution becomes effective.

General Provisions: Form GMR- P-GEN-DI

This set of pages and/or the provisions of these pages will be included, added to or appropriately modified within the context of the pages, or provisions may be deleted from pages to reflect group characteristics.

For example:

1. The Annual Dividends provision may be modified to incorporate references to other policies combined for dividend purposes, or be shown as being “not applicable” to the group policy, or modified to state the policy is experience-rated on its own;
2. Notice of Claim: Time frame may vary from 20 days- 365 days.
3. Claim Forms: Time frame may vary from 15 days to 30 days.
4. The Proof Of Loss: Time frame may vary from 90 days to 365 days; and section may include or delete references to a Covered Residual Disability;
5. Claims Payment: Time frames may vary from immediately to 45 days.
6. Legal Action: Time frame may vary from three years to six years.
7. The exception to the Incontestability provision will be modified to reflect state law;
8. References to Transfer Insurance and Previous Policy may be deleted from the Incontestability section; and
9. The reasons for termination of the policy and the dates termination will take effect may be changed. There may also be participation requirements to keep the policy inforce.

Definitions: Form GMR- DEF-DI

The definitions will usually be alphabetized for readability and ease of reference. They may also be numbered. Definitions will be appropriately modified within the context of the page or deleted from the page to reflect the group characteristics and plan design.

For example:

1. "Age" will be modified to reflect the appropriate way each policyholder's system is aging the insureds.
2. "Association" will be appear as shown (with reference to "ABC" being replaced the association's name), or may be modified to reflect a single association, or a similar term may be used, such as "College", "Society," "Union", etc.
3. "Average Monthly Income" may be modified to reflect what is included in the calculation, and how many tax years are calculated. The reference to Covered Residual Disability will be deleted if this benefit is not included.
4. "Covered Person" will only appear if insurance is also available to spouses.
5. "Eligible Member" will be modified to reflect the eligibility requirements of the group plan. For Accident Disability Insurance, there may be an occupational exclusion.
6. "Eligible Spouse" will only appear if insurance is also available to spouses, and will be modified to reflect the eligibility requirements of the group plan. For Accident Disability Insurance, there may be an occupational exclusion.
7. "Excluded State" may be deleted if such residency criteria is included in the definition of eligible member/spouse.
8. "Full Time Work" will be modified to reflect a work week requirement of 15-40 hours, or an occupation that may refer to a specific specialty. If the policy includes the Own Occupation Disability Definition Option, it may be modified to reference the different criteria for that option.
9. "Insurance Date" may be modified to include the criteria for insurance within the definition, rather than cross-referencing the When Insurance Takes Effect page.
10. "Insured Spouse" will only appear if insurance is also available to spouses. The reference to Survivor Spouse will only be included if coverage is available to be continued for a spouse after the member's death.
11. "Member Insurance" will only appear if insurance is also available to spouses.
12. "Organ Donation" will be deleted if Disability insurance is only available due to an injury.
13. "Other Income Benefits" will be deleted if the benefit is not reduced by source of other income. If the benefit is reduced by sources of other income, this definition may appear on the Disability Income Insurance pages and be deleted from the Definitions page.
14. "Premium" and "Premium Date" will appear as shown, or be deleted when the Definitions page is used in the certificate.
15. "Previous Policy" will only appear if coverage has transferred from a prior carrier. The policy number and previous insurance company will vary by group policy..
16. "Sickness" will be deleted if Disability insurance is only available due to an injury. The reference to pregnancy may or may not be included, dependent on plan design.
17. "Spouse Insurance" will only appear if insurance is also available to spouses.
18. "Survivor Spouse" will only appear if coverage is available to be continued for a spouse after the member's death.
19. "Transfer Date" will only appear if coverage has transferred from a prior carrier. The policy number and date of transfer will vary by group policy.
20. "Transfer Insurance" will only appear if coverage has transferred from a prior carrier. The policy number and date of transfer will vary by group policy.
21. "Waiting Period" may be modified to delete the credit given toward satisfaction of the waiting period for a partial return to work, or modified to reflect a cumulative total of required days within a specific time frame.

Premium: Form GMR-P-PR-DI

This set of pages will generally reflect the rates and related provisions for each plan.

The provisions and/or rate break-outs and/or the tables of these pages will be included, added to or appropriately modified within the context of the pages or deleted from the pages to reflect group characteristics and plan design. To cite a few examples:

1. a second set of rates may be included if there is a non-standard premium arrangement;
2. the dates New York Life can change the method used to compute the premium may be changed; and
3. a statement concerning any additional fees payable to the Policyholder will appear when applicable.

Policy Application Pages: Form GMR-P-APP-DI

All names, dates, etc., will vary from group to group.

One copy will be attached to the Policy, the other will be returned to New York Life.

Face Page: Form GMR- FACE-DI-CERT

Provisions of the page will be appropriately modified within the context of the page or deleted from the page to reflect policy information as well as group characteristics and plan design; as follows:

1. Coverage description will show either the Disability Income Insurance and/or Accident Disability Income Insurance plans;
2. The Contract State will vary based on appropriate group characteristics. The Policyholder and Policy Number information varies for each group;
3. The No Interim Liability section will be deleted if insurance is offered without medical evidence of insurability;
4. References to a State Regulations page will be deleted if this is a state-specific plan or certificate.
5. References to Transfer Insurance will be deleted if the group did not transfer from a previous policy to the New York Life policy;
6. Personnel signatures will be modified to reflect the appropriate company officers.

Important Notice: Form GMR- C-NOTICE-DI

This set of pages and/or the provisions of these pages will be included, added to or appropriately modified within the context of the pages, or provisions may be deleted from pages to reflect group characteristics, as follows:

1. Notice of Claim: Time frame may vary from 20 days- 365 days.
2. Claim Forms: Time frame may vary from 15 days to 30 days.
3. The Proof Of Loss: Time frame may vary from 90 days to 365 days; and section may include or delete references to a Covered Residual Disability;
4. Claims Payment: Time frames may vary from immediately to 45 days.
5. Legal Action: Time frame may vary from three years to six years.
6. The exception to the Incontestability provision will be modified to reflect state law;
7. References to Transfer Insurance and Previous Policy may be deleted from the Incontestability section; and
8. The reasons for termination of the policy and the date termination will take effect may be changed.

Individual Schedule Of Benefits: Form GMR- C-SCH- DI

This page will reflect amounts, plan designs, change provisions and/or notes, etc., for the plan of insurance applicable to the insured. It will have the personal information applicable to the insured--- name, address, effective date of insurance, identification number, etc.

GROUP LIFE and/or HEALTH GUARANTEE ISSUE OFFER ENROLLMENT FORM

COMPLETE THIS FORM AND RETURN TO:



XYZ Administrators, Inc.

Any Street

Any Where, US 00000

**Request for Group Insurance from:
New York Life Insurance Company
51 Madison Avenue
New York, New York 10010**

PLEASE PRINT IN INK OR TYPE ALL ANSWERS

I. MEMBER INFORMATION

Doe John J. 0101
Last Name First Initial ABC ID Number

92 Any Street My Town My State 01010
Billing Address: Street City State/Province Zip Code

45 High Street My Town My State 01010
Home Address: Street City State/Province Zip Code

000-11-2222 (000) 111-2225 (000) 111-2222 (000) 111-2224
Social Security No. Home Phone Number Office Phone Number Fax Number

Date of Birth Height Weight Sex
12/11/67 6 ft. 2 in. 175lbs. M F

Marital Status: Married Widowed Single Divorced Domestic Partner
 Civil Union Other - Please Explain

Maiden Name: _____ I am a: Member of ABC
Association _____

Employee of _____

Date you Became a Member or Date of Employment: 7/16/95

Home Email Address: _____ Work Email Address: Doe@ANY.com

Are you presently insured by any ABC plan? Yes No
If yes, provide details.

SEND CORRESPONDENCE TO: Home Billing Address

2. PAYMENT OPTION SELECTED: Choose only one

OPTION 1: AUTOMATIC PAYMENT

I request and authorize ABC Insurance Program, Inc. to make Quarterly Semi-Annually Annually
Withdrawals against the account specified on the attached voided check statement savings account deposit slip. Or any
account subsequently named by me,

and such bank to process these withdrawals as if I had signed them, for the purpose of collecting premium contributions due under
this plan. (Enclose a VOIDED check or deposit slip, as applicable.)

X
SIGNATURE(S) AS REQUIRED ON CHECKS ISSUED AGAINST THIS ACCOUNT DATE

OPTION 2: CREDIT CARD PAYMENT

I request and authorize ABC Insurance Program, Inc. to make Quarterly Semi-Annually Annually
charges against the credit card specified below, or any credit card subsequently named by me, for the purpose of collecting
premium contributions due under this plan.

G-xxxxxxx

VISA MASTERCARD Account Number _____ Exp. _____
Date _____

_____ X _____
CARDHOLDERS NAME AS IT APPEARS ON CARD **CARDHOLDER SIGNATURE** **DATE**

OPTION 3: PERIODIC BILLING

Quarterly Semi-Annually Annually

3. Dependent Information: If dependent coverage is requested, list eligible dependents (i.e. lawful spouse and unmarried, dependent children under age 25):

Spouse's full name (first, last, middle initial):	Date of Birth (mm/dd/yy)	Indicate Male Or Female
Mary J. Doe	3/4/65	Female
Child (full name):		
Child (full name):		

4. INSURANCE REQUESTED: (Refer to the brochure for eligibility, options and coverage description)

I HEREBY APPLY FOR THE FOLLOWING COVERAGE(S): New Additional

NOTE: If you are increasing or altering present coverage in any way, do not indicate on line (a) below just the additional amount of coverage. Instead, indicate the **TOTAL AMOUNT** of coverage you are requesting.

Group Life Insurance:

a) Total Member Amount Desired \$ 100,000 _____ d) Have you or your spouse (if applying for coverage) used tobacco
Waiver of Premium Yes No in any form, including nicotine patches and nicotine chewing
gum, _____ within the last 12 months?

b) Total Spouse Amount Desired \$ 100,000 _____
*Spouse coverage cannot exceed member coverage
Member Yes No
Spouse Yes No

c) Total Child Amount Desired \$ _____

e) **Insurance Replacement**

RESIDENTS OF NEW YORK:

I have read the Important Information enclosed in my package. Is the Life Insurance applied for intended to replace in whole or in any part of an existing insurance or annuity?

Member Yes No Spouse Yes No

If yes complete below:

Do you have other life insurance in force? If "yes", total amount in all companies:

Member: \$ _____ Spouse: \$ _____

Do you have other insurance applications pending? If "yes" indicate amount and company:

Member: \$ _____ Company _____

Spouse: \$ _____ Company _____

RESIDENTS OF ALL OTHER STATES

Is the insurance applied for intended to replace, discontinue or change an existing policy?

Member Yes No Spouse Yes No

If yes complete below:

Company Name _____ Policy No. _____

Plan Name _____ Coverage Amount _____

G-xxxxxxx

Group AD & D Insurance

- a) Total Member amount desired: \$ 25,000
- b) Total Spouse amount desired:* \$ 25,000
- c) Total Child amount desired: \$ _____

*Spouse coverage cannot exceed member coverage

5. BENEFICIARY DESIGNATION:

I make the following beneficiary designation with respect to all the insurance on my life under this Group Life and/or AD&D Insurance Plan, and if I am already covered under the plan(s), I hereby revoke any prior beneficiary designation. The beneficiary for dependent coverage shall be the insured member as provided in the Group Policy(ies). (If you wish to name a different beneficiary for spouse coverage, contact the administrator.) 1.) If naming more than one beneficiary, note if each is to be primary and/or secondary, and the percentage of death proceeds to be distributed to each. 2.) If naming a trust, please indicate the full name and date of the trust.

<u>Doe</u>	<u>Mary</u>	<u>J.</u>	<u>Spouse</u>	<u>000-11-3333</u>
Beneficiary Name: Last	First	Middle Initial	Relationship	Social Security #

<u>45 High Street</u>	<u>My Town</u>	<u>My State</u>	<u>01010</u>
Beneficiary's Address: Street	City	State/Province	Zip Code

I request the group insurance shown on the reverse side. To the best of my knowledge and belief: (a) I am eligible for such insurance; and (b) the statements I have made are true and complete.

I understand that: (a) insurance will become effective on the first day of the month following the date approved by New York Life if the initial contribution is paid within 31 days after the date I am billed and I am actively performing any and all duties of my occupation and any approved dependents are actively performing the normal activities of a person in good health of like age on the approval date; (b) any person who is not performing such duties/activities as required will not become insured until the day he/she is performing such duties/activities, provided such date is within three months of the date insurance would have been effective and the person is still eligible for insurance; and (c) any dividend apportioned to the group policy will be paid to the ABC Insurance Plan.

By signing and dating this form, I request the insurance indicated, I understand when the insurance coverage will begin, and confirm that to the best of my knowledge and belief, the statements made are true and complete.

Member's Signature X _____ DATE
(PLEASE SIGN IN INK)

By signing and dating this form, I request the insurance indicated, I understand when the insurance coverage will begin, and confirm that to the best of my knowledge and belief, the statements made are true and complete.

Spouse's Signature X _____ DATE
(NECESSARY ONLY IF SPOUSE COVERAGE IS REQUESTED)

Agent's Signature X _____ Agent's No. _____

G-XXXXXX

7/1/08ED7/1/08

Owner Information (required if owner is other than member)

Name: Last First Middle Initial Relationship to Proposed

() Daytime Phone Number

Mailing Address: Street City State/Province Zip Code

- - Social Security Number / / Date of Birth Tax ID #

X Signature

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

FOR RESIDENTS OF CO, the following also applies: Any insurance company or agent who defrauds or attempts to defraud an insured shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

FOR RESIDENTS OF D.C., the following also applies: An insurer may deny insurance benefits if false information materially related to a claim was provided by applicant.

RESIDENTS OF FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

RESIDENTS OF LA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

RESIDENTS OF ME: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

RESIDENTS OF NY: For AD&D only, any person who knowingly and with intent to defraud any insurance company or any other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

RESIDENTS OF OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

RESIDENTS OF VA: any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statements may have violated state law.

RESIDENTS OF WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

G-xxxxxx

7/1/08ED7/1/08

EXPLANATION OF VARIABLE

GMA-GI L/H1

GENERAL

1. References to “Member” will appear as illustrated, “Employee” may replace or be added to Member or a generic term such as “Applicant” may be substituted. References to “membership” will appear as illustrated or “employment” will replace or be added to such references.
2. References to “ABC” and “XYZ” are illustrative and will be replaced by the Policyholder and plan Administrator.
3. In the bottom left code, the reference to “G-xxxxxx” will be replaced by the applicable Policy number. The bottom right will be replaced by the applicable edition date of the initial application and may be changed to a different edition date if the application is subsequently revised to include other coverages, e.g. the addition of AD&D and/or Dependent Insurance.
4. References to “below”, “above” and/or “on the reverse side” will appear as illustrated or modified to reflect the finalized format of the form.

HEADING

1. The form heading will appear as illustrated or be revised to show various coverages offered, e.g. the heading may reflect health plans only. Insurance may be deleted if this coverage is not available or another term may be substituted for Guarantee Issue Offer. The reference to “Group” may be replaced by Franchise Life or Health Insurance. “Enrollment Form” will appear as illustrated or synonymous terms such as “Application” or “Request Form” may be substituted.
2. The Administrator’s name, logo and address may be changed as required.

MEMBER INFORMATION

1. The ID number may be deleted or replaced by another form of identification for the applicant.
2. The billing address will appear as shown or deleted if this is not within the scope of a particular Policyholder/Administrator’s computer system capabilities or if the coverage is non-contributory.
3. The Social Security Number will appear as illustrated or deleted, depending upon the “privacy requirements” of a particular State.
4. Home or office phone number may be replaced by day, night or work phone number.
5. “Height” and “Weight” may or may not appear based on the underwriting requirements for a particular group or coverage.
6. “Marital Status” will appear as illustrated or may be deleted if the group is employer based or Dependent Insurance is not available, or if not pertinent to the offered coverage.
7. “Maiden Name” and “Date of Employment or Membership” will appear as shown, modified or deleted, dependent on whether the applicant’s eligibility is based on membership or employment.
8. “Home and Work Email address” and “Send correspondence to” will appear as shown or deleted if this is not within the scope of a particular Policyholder/Administrator’s computer system capabilities.
9. The question concerning other insurance sponsored by the Policyholder will appear as illustrated for consideration as it applies to “overinsurance standards” or deleted if not applicable.

PAYMENT OPTION SELECTED

Will appear as illustrated or be modified to accommodate a particular Policyholder/Administrator’s billing method and/or computer system capabilities or may be deleted if the coverage is non-contributory.

EXPLANATION OF VARIABLE

GMA-GI L/H1 (Continued)

DEPENDENT INFORMATION

References to “Dependent Information” and “Spouse or Child amounts of insurance” will appear as shown, modified to provide only spouse coverage or may be deleted if Dependent Insurance is not available for a particular Policyholder or plan. Dependent eligibility references and requirements will duplicate those of the Policy.

INSURANCE REQUESTED

1. References to “brochure” and “options” may be modified or deleted if another form of printed material is used or if there are not multiple options available.
2. The “Waiver Of Premium” question will appear as illustrated if the Policyholder allows the applicant to elect or reject a Waiver Of Premium provision. If the Policyholder has chosen to include or not to include Waiver for all insureds this question will be deleted or if waiver is not applicable to coverage available.
3. “Spouse/Child” references will appear as illustrated, modified to provide only spouse coverage or may be deleted if Dependent Insurance is not available for a particular Policyholder.
4. For Life Insurance plans only: Insurance Replacement will appear as illustrated for compliance with New York’s Insurance Replacement mandates if New York residents are eligible or deleted if New York residents are not eligible. The Residents Of All Other States section will appear as illustrated or modified for compliance with the Insurance Replacement mandates of States other than New York. If the application offers only AD&D Insurance, the entire section will be deleted.
5. References to AD&D Insurance will appear as shown, be modified if AD&D is only available to a member or if accident only coverage is available or deleted if AD&D Insurance is not available.
6. For health plans only: insurance amounts may indicate deductibles available, daily benefit amounts or waiting periods as applicable.

BENEFICIARY DESIGNATION

The Beneficiary Designation will appear as illustrated or modified to reflect: (a) the availability of AD&D and/or Dependent Insurance; (b) the right to retain or revoke previous beneficiary designations if currently insured under the Policy; and/or (c) the automatic nature of the Dependent Life beneficiary designation and, if available, the right to name a different beneficiary.

“I UNDERSTAND THAT: Paragraph

This paragraph will appear as illustrated or may be modified to provide: (a) an effective date other than the first of the month following approval by New York Life, e.g. the date of approval or a date agreed to by the Policyholder and New York Life; (b) for the availability of various coverage and plan design features; e.g. Dependent and/or AD&D Insurance or deleted if these coverages are not available; (c) a different time requirement for the payment of the initial contribution, but not less than 31 days; (d) a different dividend apportionment; and/or (e) the Policyholder’s name.

SIGNATURE BLOCK

The signature block will appear as illustrated or may be modified if Dependent Insurance is not available and/or to provide Owner data in the event the Owner is someone other than the applicant.

FRAUD NOTICE

The Fraud Notice will appear as illustrated or may be modified to provide for other State variations in addition to those shown.

<i>SERFF Tracking Number:</i>	<i>NYLM-126300220</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43503</i>
<i>Company Tracking Number:</i>	<i>GMR-FACE-DI</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.004 Other</i>
<i>Product Name:</i>	<i>Disability Income Insurance</i>		
<i>Project Name/Number:</i>	<i>GMR-FACE-DI/GMR-FACE-DI</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	09/24/2009
Comments:		
Attachment: Flesch Reading Ease Score.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	09/24/2009
Comments:		
Attachment: GMA-GI LIFE and HEALTH.pdf		

Flesch Reading Ease Score

The policy and certificate are written on our generally filed GMR-FACE-DI et al. forms which have an aggregate Flesch Test score of +50.

Date: __September 15, 2009__

New York Life Insurance Company
Name of Company

A handwritten signature in cursive script, appearing to read "Bruce E. Dreizen".

by: _____
Signature

Bruce E. Dreizen
Corporate Vice President
Name and Title of Person

GROUP LIFE and/or HEALTH GUARANTEE ISSUE OFFER ENROLLMENT FORM

COMPLETE THIS FORM AND RETURN TO:



XYZ Administrators, Inc.

Any Street

Any Where, US 00000

**Request for Group Insurance from:
New York Life Insurance Company
51 Madison Avenue
New York, New York 10010**

PLEASE PRINT IN INK OR TYPE ALL ANSWERS

I. MEMBER INFORMATION

Doe John J. 0101
Last Name First Initial ABC ID Number

92 Any Street My Town My State 01010
Billing Address: Street City State/Province Zip Code

45 High Street My Town My State 01010
Home Address: Street City State/Province Zip Code

000-11-2222 (000) 111-2225 (000) 111-2222 (000) 111-2224
Social Security No. Home Phone Number Office Phone Number Fax Number

12/11/67 6 ft. 2 in. 175lbs. M F
Date of Birth Height Weight Sex

Marital Status: Married Widowed Single Divorced Domestic Partner
 Civil Union Other - Please Explain

Maiden Name: _____ I am a: Member of ABC
Association _____

Employee of _____

Date you Became a Member or Date of Employment: 7/16/95

Home Email Address: _____ Work Email Address: Doe@ANY.com

Are you presently insured by any ABC plan? Yes No
If yes, provide details.

SEND CORRESPONDENCE TO: Home Billing Address

2. PAYMENT OPTION SELECTED: Choose only one

OPTION 1: AUTOMATIC PAYMENT

I request and authorize ABC Insurance Program, Inc. to make Quarterly Semi-Annually Annually
Withdrawals against the account specified on the attached voided check statement savings account deposit slip. Or any
account subsequently named by me,
and such bank to process these withdrawals as if I had signed them, for the purpose of collecting premium contributions due under
this plan. (Enclose a VOIDED check or deposit slip, as applicable.)

X
SIGNATURE(S) AS REQUIRED ON CHECKS ISSUED AGAINST THIS ACCOUNT DATE

OPTION 2: CREDIT CARD PAYMENT

I request and authorize ABC Insurance Program, Inc. to make Quarterly Semi-Annually Annually
charges against the credit card specified below, or any credit card subsequently named by me, for the purpose of collecting
premium contributions due under this plan.

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VISA MASTERCARD Account Number _____ Exp. _____
Date _____

_____ X _____
CARDHOLDERS NAME AS IT APPEARS ON CARD **CARDHOLDER SIGNATURE** **DATE**

OPTION 3: PERIODIC BILLING

Quarterly Semi-Annually Annually

3. Dependent Information: If dependent coverage is requested, list eligible dependents (i.e. lawful spouse and unmarried, dependent children under age 25):

Spouse's full name (first, last, middle initial):	Date of Birth (mm/dd/yy)	Indicate Male Or Female
Mary J. Doe	3/4/65	Female
Child (full name):		
Child (full name):		

4. INSURANCE REQUESTED: (Refer to the brochure for eligibility, options and coverage description)

I HEREBY APPLY FOR THE FOLLOWING COVERAGE(S): New Additional

NOTE: If you are increasing or altering present coverage in any way, do not indicate on line (a) below just the additional amount of coverage. Instead, indicate the **TOTAL AMOUNT** of coverage you are requesting.

Group Life Insurance:

a) Total Member Amount Desired \$ 100,000 _____ d) Have you or your spouse (if applying for coverage) used tobacco
Waiver of Premium Yes No in any form, including nicotine patches and nicotine chewing
gum, _____ within the last 12 months?

b) Total Spouse Amount Desired \$ 100,000 _____
*Spouse coverage cannot exceed member coverage
Member Yes No
Spouse Yes No

c) Total Child Amount Desired \$ _____

e) **Insurance Replacement**

RESIDENTS OF NEW YORK:

I have read the Important Information enclosed in my package. Is the Life Insurance applied for intended to replace in whole or in any part of an existing insurance or annuity?

Member Yes No Spouse Yes No

If yes complete below:

Do you have other life insurance in force? If "yes", total amount in all companies:

Member: \$ _____ Spouse: \$ _____

Do you have other insurance applications pending? If "yes" indicate amount and company:

Member: \$ _____ Company _____

Spouse: \$ _____ Company _____

RESIDENTS OF ALL OTHER STATES

Is the insurance applied for intended to replace, discontinue or change an existing policy?

Member Yes No Spouse Yes No

If yes complete below:

Company Name _____ Policy No. _____

Plan Name _____ Coverage Amount _____

G-xxxxxxx

Group AD & D Insurance

- a) Total Member amount desired: \$ 25,000
- b) Total Spouse amount desired:* \$ 25,000
- c) Total Child amount desired: \$ _____

*Spouse coverage cannot exceed member coverage

5. BENEFICIARY DESIGNATION:

I make the following beneficiary designation with respect to all the insurance on my life under this Group Life and/or AD&D Insurance Plan, and if I am already covered under the plan(s), I hereby revoke any prior beneficiary designation. The beneficiary for dependent coverage shall be the insured member as provided in the Group Policy(ies). (If you wish to name a different beneficiary for spouse coverage, contact the administrator.) 1.) If naming more than one beneficiary, note if each is to be primary and/or secondary, and the percentage of death proceeds to be distributed to each. 2.) If naming a trust, please indicate the full name and date of the trust.

<u>Doe</u>	<u>Mary</u>	<u>J.</u>	<u>Spouse</u>	<u>000-11-3333</u>
Beneficiary Name: Last	First	Middle Initial	Relationship	Social Security #

<u>45 High Street</u>	<u>My Town</u>	<u>My State</u>	<u>01010</u>
Beneficiary's Address: Street	City	State/Province	Zip Code

I request the group insurance shown on the reverse side. To the best of my knowledge and belief: (a) I am eligible for such insurance; and (b) the statements I have made are true and complete.

I understand that: (a) insurance will become effective on the first day of the month following the date approved by New York Life if the initial contribution is paid within 31 days after the date I am billed and I am actively performing any and all duties of my occupation and any approved dependents are actively performing the normal activities of a person in good health of like age on the approval date; (b) any person who is not performing such duties/activities as required will not become insured until the day he/she is performing such duties/activities, provided such date is within three months of the date insurance would have been effective and the person is still eligible for insurance; and (c) any dividend apportioned to the group policy will be paid to the ABC Insurance Plan.

By signing and dating this form, I request the insurance indicated, I understand when the insurance coverage will begin, and confirm that to the best of my knowledge and belief, the statements made are true and complete.

Member's Signature X _____ DATE
(PLEASE SIGN IN INK)

By signing and dating this form, I request the insurance indicated, I understand when the insurance coverage will begin, and confirm that to the best of my knowledge and belief, the statements made are true and complete.

Spouse's Signature X _____ DATE
(NECESSARY ONLY IF SPOUSE COVERAGE IS REQUESTED)

Agent's Signature X _____ Agent's No. _____

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7/1/08ED7/1/08

Owner Information (required if owner is other than member)

Name: Last First Middle Initial Relationship to Proposed

() Daytime Phone Number

Mailing Address: Street City State/Province Zip Code

- - Social Security Number / / Date of Birth Tax ID #

X Signature

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

FOR RESIDENTS OF CO, the following also applies: Any insurance company or agent who defrauds or attempts to defraud an insured shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

FOR RESIDENTS OF D.C., the following also applies: An insurer may deny insurance benefits if false information materially related to a claim was provided by applicant.

RESIDENTS OF FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

RESIDENTS OF LA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

RESIDENTS OF ME: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

RESIDENTS OF NY: For AD&D only, any person who knowingly and with intent to defraud any insurance company or any other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

RESIDENTS OF OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

RESIDENTS OF VA: any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statements may have violated state law.

RESIDENTS OF WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

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7/1/08ED7/1/08

EXPLANATION OF VARIABLE

GMA-GI L/H1

GENERAL

1. References to “Member” will appear as illustrated, “Employee” may replace or be added to Member or a generic term such as “Applicant” may be substituted. References to “membership” will appear as illustrated or “employment” will replace or be added to such references.
2. References to “ABC” and “XYZ” are illustrative and will be replaced by the Policyholder and plan Administrator.
3. In the bottom left code, the reference to “G-xxxxxx” will be replaced by the applicable Policy number. The bottom right will be replaced by the applicable edition date of the initial application and may be changed to a different edition date if the application is subsequently revised to include other coverages, e.g. the addition of AD&D and/or Dependent Insurance.
4. References to “below”, “above” and/or “on the reverse side” will appear as illustrated or modified to reflect the finalized format of the form.

HEADING

1. The form heading will appear as illustrated or be revised to show various coverages offered, e.g. the heading may reflect health plans only. Insurance may be deleted if this coverage is not available or another term may be substituted for Guarantee Issue Offer. The reference to “Group” may be replaced by Franchise Life or Health Insurance. “Enrollment Form” will appear as illustrated or synonymous terms such as “Application” or “Request Form” may be substituted.
2. The Administrator’s name, logo and address may be changed as required.

MEMBER INFORMATION

1. The ID number may be deleted or replaced by another form of identification for the applicant.
2. The billing address will appear as shown or deleted if this is not within the scope of a particular Policyholder/Administrator’s computer system capabilities or if the coverage is non-contributory.
3. The Social Security Number will appear as illustrated or deleted, depending upon the “privacy requirements” of a particular State.
4. Home or office phone number may be replaced by day, night or work phone number.
5. “Height” and “Weight” may or may not appear based on the underwriting requirements for a particular group or coverage.
6. “Marital Status” will appear as illustrated or may be deleted if the group is employer based or Dependent Insurance is not available, or if not pertinent to the offered coverage.
7. “Maiden Name” and “Date of Employment or Membership” will appear as shown, modified or deleted, dependent on whether the applicant’s eligibility is based on membership or employment.
8. “Home and Work Email address” and “Send correspondence to” will appear as shown or deleted if this is not within the scope of a particular Policyholder/Administrator’s computer system capabilities.
9. The question concerning other insurance sponsored by the Policyholder will appear as illustrated for consideration as it applies to “overinsurance standards” or deleted if not applicable.

PAYMENT OPTION SELECTED

Will appear as illustrated or be modified to accommodate a particular Policyholder/Administrator’s billing method and/or computer system capabilities or may be deleted if the coverage is non-contributory.

EXPLANATION OF VARIABLE

GMA-GI L/H1 (Continued)

DEPENDENT INFORMATION

References to “Dependent Information” and “Spouse or Child amounts of insurance” will appear as shown, modified to provide only spouse coverage or may be deleted if Dependent Insurance is not available for a particular Policyholder or plan. Dependent eligibility references and requirements will duplicate those of the Policy.

INSURANCE REQUESTED

1. References to “brochure” and “options” may be modified or deleted if another form of printed material is used or if there are not multiple options available.
2. The “Waiver Of Premium” question will appear as illustrated if the Policyholder allows the applicant to elect or reject a Waiver Of Premium provision. If the Policyholder has chosen to include or not to include Waiver for all insureds this question will be deleted or if waiver is not applicable to coverage available.
3. “Spouse/Child” references will appear as illustrated, modified to provide only spouse coverage or may be deleted if Dependent Insurance is not available for a particular Policyholder.
4. For Life Insurance plans only: Insurance Replacement will appear as illustrated for compliance with New York’s Insurance Replacement mandates if New York residents are eligible or deleted if New York residents are not eligible. The Residents Of All Other States section will appear as illustrated or modified for compliance with the Insurance Replacement mandates of States other than New York. If the application offers only AD&D Insurance, the entire section will be deleted.
5. References to AD&D Insurance will appear as shown, be modified if AD&D is only available to a member or if accident only coverage is available or deleted if AD&D Insurance is not available.
6. For health plans only: insurance amounts may indicate deductibles available, daily benefit amounts or waiting periods as applicable.

BENEFICIARY DESIGNATION

The Beneficiary Designation will appear as illustrated or modified to reflect: (a) the availability of AD&D and/or Dependent Insurance; (b) the right to retain or revoke previous beneficiary designations if currently insured under the Policy; and/or (c) the automatic nature of the Dependent Life beneficiary designation and, if available, the right to name a different beneficiary.

“I UNDERSTAND THAT: Paragraph

This paragraph will appear as illustrated or may be modified to provide: (a) an effective date other than the first of the month following approval by New York Life, e.g. the date of approval or a date agreed to by the Policyholder and New York Life; (b) for the availability of various coverage and plan design features; e.g. Dependent and/or AD&D Insurance or deleted if these coverages are not available; (c) a different time requirement for the payment of the initial contribution, but not less than 31 days; (d) a different dividend apportionment; and/or (e) the Policyholder’s name.

SIGNATURE BLOCK

The signature block will appear as illustrated or may be modified if Dependent Insurance is not available and/or to provide Owner data in the event the Owner is someone other than the applicant.

FRAUD NOTICE

The Fraud Notice will appear as illustrated or may be modified to provide for other State variations in addition to those shown.