

SERFF Tracking Number: MALI-126906905 State: Arkansas
Filing Company: Mutual of America Life Insurance Company State Tracking Number: 47339
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: GDI-2010
Project Name/Number: /

Filing at a Glance

Company: Mutual of America Life Insurance Company

Product Name: GDI-2010

SERFF Tr Num: MALI-126906905 State: Arkansas

TOI: H11G Group Health - Disability Income

SERFF Status: Closed-Approved-Closed
State Tr Num: 47339

Sub-TOI: H11G.003 Long Term

Co Tr Num: State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Robert Thode, Shawn Rendon

Disposition Date: 11/23/2010

Date Submitted: 11/17/2010

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Blanket

Filing Status Changed: 11/23/2010

Explanation for Other Group Market Type:

State Status Changed: 11/23/2010

Deemer Date:

Created By: Shawn Rendon

Submitted By: Shawn Rendon

Corresponding Filing Tracking Number:

Filing Description:

To the best of our knowledge and belief, this submission complies with the laws and regulations of the State of Arkansas.

We are submitting the above-captioned forms for your approval. These forms are new and, when approved, will be used on a general basis as set forth below.

Policy form GDI-2010 will serve as the group disability income insurance policy between Mutual of America Life Insurance Company ("the Company") and an employer who agrees to provide his employees with such coverage. Policy

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form GDI-2010 will replace policy form GD-3403(NC) approved by your Department on February 2, 2001.

Application form GI-APP-2010 will be used as the application between the Company and the employer for policy form GDI-2010. Application form GI-APP-2010 will replace application form GDI-APP-3400 approved by your Department on February 2, 2001. The application will also be used for a group life insurance policy that will be filed separately in the near future. With the submission of this group disability income insurance policy, however, we seek approval for use of this application form with policy form GDI-2010 only. We hereby commit that we will not utilize this application form for group life applicants until it is approved for group life insurance.

Group disability income insurance certificate form GDI-C-2010 will be used as the individual certificate for policy form GDI-2010. Certificate form GDI-C-2010 will replace certificate form GI-3404-AS, approved by your Department on February 2, 2001.

Amendment form GDI-2010-A1 will amend policy form GDI-2010 in the event of an employer having affiliates that they wish to include under their policy.

Change form amendment GDI-2010-CHANGE will be used with group disability income insurance policy GDI-2010. Change form amendment GDI-C-2010-CHANGE will be used with group disability income insurance certificate GDI-C-2010. These amendments will be used to reflect subsequent changes, after the policy issue date, as requested by the policy holder to the Specifications Sections.

Previously approved amendment form NAMECHANGE-2006 (copy attached) will be used with policy form GDI-2010 to reflect any subsequent change in the name of the policy holder or employer. Amendment form NAMECHANGE-2006 was approved by the Arkansas Department of Insurance on June 1, 2007.

Company and Contact

Filing Contact Information

Shawn Rendon, Asst. Document Specialist shawn.rendon@mutualofamerica.com
 320 Park Ave. 212-224-1207 [Phone]
 New York, NY 10022 212-224-2507 [FAX]

Filing Company Information

Mutual of America Life Insurance Company	CoCode: 88668	State of Domicile: New York
320 Park Ave	Group Code:	Company Type:
New York, NY 10022	Group Name:	State ID Number:
(212) 224-1600 ext. 1520[Phone]	FEIN Number: 13-1614399	

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Filing fee for a Group Disability Income Policy
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Mutual of America Life Insurance Company	\$50.00	11/17/2010	42029249

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/23/2010	11/23/2010

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Disposition

Disposition Date: 11/23/2010

Implementation Date:

Status: Approved-Closed

Comment:

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
Supporting Document	Name Change Amendment	Approved-Closed	Yes
Supporting Document	Statement of Variability - GDI-2010	Approved-Closed	Yes
Supporting Document	Statement of Variability - GDI-C-2010	Approved-Closed	Yes
Supporting Document	Statement of Variability - GDI-2010-A1	Approved-Closed	Yes
Supporting Document	Statement of Variability - GDI-2010-CHANGE	Approved-Closed	Yes
Supporting Document	Statement of Variability - GDI-C-2010-CHANGE	Approved-Closed	Yes
Supporting Document	Statement of Variability - GI-APP-2010	Approved-Closed	Yes
Supporting Document	Actuarial Memorandum - GDI-2010	Approved-Closed	Yes
Supporting Document	Cover Letter - GDI-2010 - AR	Approved-Closed	Yes
Form	Group Disability Income Insurance Policy	Approved-Closed	Yes
Form	Group Disability Income Insurance Certificate	Approved-Closed	Yes
Form	Amendment Form	Approved-Closed	Yes
Form	Change Form Amendment	Approved-Closed	Yes
Form	Change Form Certificate Amendment	Approved-Closed	Yes
Form	Group Disability Insurance Application	Approved-Closed	Yes

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Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/23/2010	GDI-2010	Policy/Cont ract/Fratern al	Group Disability Income Insurance Policy Certificate	Initial		0.000	GDI-2010.pdf
Approved-Closed 11/23/2010	GDI-C-2010	Policy/Cont ract/Fratern al	Group Disability Income Insurance Certificate	Initial		59.593	GDI-C-2010.pdf
Approved-Closed 11/23/2010	GDI-2010-A1	Policy/Cont ract/Fratern al	Amendment Form Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	GDI-2010-A1.pdf
Approved-Closed 11/23/2010	GDI-2010-CHANGE	Policy/Cont ract/Fratern al	Change Form Amendment Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	GDI-2010-CHANGE.pdf
Approved-Closed 11/23/2010	GDI-C-2010-CHANGE	Policy/Cont ract/Fratern al	Change Form Certificate Amendment Certificate: Amendmen	Initial		64.912	GDI-C-2010-CHANGE.pdf

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Approved- Closed 11/23/2010	GI-APP- 2010	Application/Group Disability Enrollment Insurance Application Form	Initial	0.000	GI-APP- 2010.pdf
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MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

GROUP DISABILITY INCOME INSURANCE POLICY

Between

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

(Hereafter called the "Company")

And

[ABC COMPANY]

(Hereafter called the "Policy Holder")

EFFECTIVE DATE: [August 27, 2010]

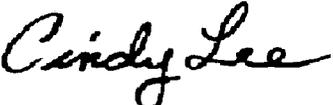
DATE OF ISSUE: [September 3, 2010]

EMPLOYER: [XYZ Company]

EMPLOYER NUMBER: [456321]

This Policy is issued in consideration of the application for this Policy and the payment to the Company of the first premium due hereunder. The Company agrees to pay the benefits provided under this Policy, subject to its terms and conditions.

This Policy is executed by the Company at its Home Office in New York, New York on the Date of Issue and shall take effect as of the Effective Date.



Vice President



Chairman, President and Chief Executive Officer

THIS IS A PARTICIPATING CONTRACT.

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Table of Contents

SECTION 1 - DEFINITIONS..... 5

1.1 Actively at Work..... 5

1.2 Business Day..... 5

1.3 Covered Employee..... 5

1.4 Date of Issue..... 5

1.5 Effective Date..... 5

1.6 Employer..... 5

1.7 Full-time Employee..... 5

1.8 Grace Period..... 5

1.9 Home Office..... 5

1.10 Notice..... 5

1.11 Policy..... 5

1.12 Policy Holder..... 5

1.13 Pre-existing Condition..... 5

1.14 Regular Compensation..... 5

1.15 Rehabilitative Employment..... 6

1.16 Total Disability or Totally Disabled..... 6

1.17 United States Bank..... 6

SECTION 2 - PREMIUMS..... 6

2.1 Premiums..... 6

2.2 Grace Period..... 6

2.3 Premium Rates..... 6

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE..... 6

3.1 Eligibility..... 6

3.2 Effective Date of Coverage..... 6

3.3 Changes in Regular Compensation..... 7

SECTION 4 - BENEFITS..... 7

4.1 Monthly Disability Income Benefit..... 7

4.2 Successive Periods of Total Disability..... 7

4.3 Reduction of the Monthly Disability Income Benefit..... 7

4.4 Waiver of Premium..... 8

4.5 Pre-Existing Condition..... 8

4.6 Monthly Rehabilitative Employment Benefit..... 8

4.7 Exclusions..... 8

4.8 Survivor Benefit..... 9

SECTION 5 - COST OF LIVING SUPPLEMENT..... 9

SECTION 6 - CLAIMS..... 9

6.1 Notice of Claim..... 9

6.2 Proof of Loss..... 9

6.3 Physical Examinations..... 10

6.4 Review of Claim..... 10

6.5 Appeal of Denial..... 10

SECTION 7 - PAYMENT OF BENEFITS..... 10

7.1 Payment of Benefits..... 10

7.2 Facility of Payment..... 10

SECTION 8 - GENERAL PROVISIONS..... 11

8.1 Policy..... 11

8.2 Legal Actions..... 11

8.3 Misstatement of Age, Regular Compensation or Incorrect Calculation of Benefits..... 11

8.4 Certificates..... 11

8.5 Claims of Creditors..... 11

8.6 Participating Policy..... 11

8.7 Dividends..... 11

8.8 Incontestability..... 11

8.9 Information, Reports and Determinations..... 11

8.10 Non-Assignment of Policy..... 12

8.11 Non-Waiver..... 12

8.12 Notices..... 12

8.13 Payment of Benefits.....	12
8.14 Right to Amend Policy.....	12
8.15 Fiduciary.....	12
8.16 Severability of Provisions.....	12
SECTION 9 - TERMINATION.....	12
9.1 Termination of Coverage for a Covered Employee.....	12
9.2 Termination by the Policy Holder.....	13
9.3 Termination by the Company.....	13
9.4 Effect of Termination.....	13
SECTION 10 - SPECIFICATIONS.....	13
10.1 Eligible Classes of Employees:.....	13
10.2 Age Limits.....	13
10.3 Service Requirements:.....	13
10.4 Prior Employment.....	13
10.5 Waiting Period.....	13
10.6 Monthly Benefit.....	14
10.7 Maximum Period of Benefits.....	14
10.8 Cost of Living Supplements.....	14
10.9 Total Disability - Own Occupation.....	14
10.10 Survivor Benefits.....	14
10.11 Prior Coverage.....	14
10.12 Plan Administrator.....	14

SECTION 1 - DEFINITIONS

The following terms as used in this Policy shall have the meaning defined unless a different meaning is required by the context. Words in the singular form as used in this Policy shall be construed as though they were also used in the plural form in all cases where they would so apply and vice versa.

1.1 Actively at Work

The employee is in the active employment of the Employer and is not prevented from reporting to work or performing the duties of the employee's occupation because of any: (a) sickness, disability or hospitalization; (b) temporary leave of absence or layoff; or (c) any other temporary cessation of employment.

1.2 Business Day

Any day on which the Company is open for business. The Business Day shall end at 5:00 p.m. Eastern Time.

1.3 Covered Employee

An employee of the Employer who has met the eligibility requirements stated in subsection 10.1 of this Policy and for whom insurance is being provided under this Policy.

1.4 Date of Issue

The date shown as the Date of Issue on the face page of this Policy.

1.5 Effective Date

The date shown as the Effective Date on the face page of this Policy. This Policy becomes effective at 12:01 A.M. on the Effective Date.

1.6 Employer

The entity named as the Employer on the face page of this Policy.

1.7 Full-time Employee

An employee of the Employer who is expected to be in the employ of the Employer for 52 weeks on an annual basis and is not a seasonal or temporary employee.

1.8 Grace Period

A period of 31 days after the due date of a premium.

1.9 Home Office

The Company's office at [320 Park Avenue, New York, NY 10022], or such other location as the Company may announce by advance written notification.

1.10 Notice

Any communication to the Company with respect to this Policy, regardless of how referred to in this Policy, including, but not limited to requests for benefits, appeals of denied benefits or information.

1.11 Policy

This group disability income insurance policy and the application for it, which is attached to and made part of this policy, together with any amendments to this policy that may be made from time to time.

1.12 Policy Holder

The entity named as the Policy Holder on the face page of this Policy.

1.13 Pre-existing Condition

Any injury or sickness for which the Covered Employee incurred expenses, received medical treatment, care or services, including diagnostic measures, took prescribed drugs or medicine within the 12-month period immediately before the employee become a Covered Employee.

1.14 Regular Compensation

A Covered Employee's annual rate of compensation as of the first day of a month that the Covered Employee ceases to be Actively at Work due to Total Disability, excluding overtime, bonuses and special compensation. For Covered Employees receiving hourly wages, annual rate of compensation is determined based on multiplying the Covered Employee's hourly rate of compensation by the number of hours that make up a standard work week for that Covered Employee. In no event shall this amount be more than 120% of the Covered Employee's Regular Compensation one year before the onset of the current period of Total Disability or if there is no

Regular Compensation in effect one year before the start of the current period of Total Disability, the earliest recorded Regular Compensation within the one-year period.

1.15 Rehabilitative Employment

Employment designed to train the Covered Employee to perform the duties of an occupation, business or employment intended to begin upon the completion or cessation of such training.

1.16 Total Disability or Totally Disabled

The inability of a Covered Employee due to bodily injury or sickness to perform (a) from the start of such disability and for the number of years of Total Disability indicated in subsection 10.9 of this Policy, the duties of the Covered Employee's occupation, business or employment for wage or profit; and (b) thereafter the duties of any occupation, business or employment for remuneration or profit for which the Covered Employee is reasonably qualified by reason of education, training or experience.

1.17 United States Bank

A bank or trust company that:

- (a) is organized and existing, or in the case of a branch or agency office of a foreign banking organization is licensed, under the laws of the United States or any state thereof, and
- (b) is not a foreign branch office of a bank or trust company organized and existing in the United States.

SECTION 2 - PREMIUMS

2.1 Premiums

The premium is the amount that must be paid to the Company to place and keep this Policy in force. This Policy is a non contributory policy. All premiums due under the Policy shall be paid by the Policy Holder.

On and after the Effective Date the Policy Holder shall remit to the Company premiums for this Policy on each premium due date for all Covered Employees for whom coverage under this Policy is provided.

All premiums pursuant to this Policy must be remitted in United States funds drawn on a United States Bank. Such funds may be remitted via check, wire transfer, electronic fund transfer or other means, in each case as specified by the Company.

2.2 Grace Period

During the Grace Period this Policy shall remain in force. Failure to pay the premium due before the end of the Grace Period shall cause this Policy to terminate at the end of such Grace Period.

2.3 Premium Rates

The Company reserves the right to change the scheduled premium rates for this Policy on the first anniversary of the Effective Date and at any time thereafter, provided however that the Company shall (a) provide the Policy Holder with 60 days advance notice of any change and (b) not change the rates more than once in any 12 month period.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

3.1 Eligibility

The classes of employees eligible for insurance under this Policy are stated in subsection 10.1 of this Policy. Each employee entering an eligible class after the Effective Date of this Policy shall become eligible for insurance after completion of the service requirements stated in subsection 10.3 of this Policy and completion of an enrollment form provided by the Company. However, no employee shall be eligible to become a Covered Employee after attaining the maximum age stated in subsection 10.2 (a) of this Policy.

The service requirements shall be waived for any employee in a class eligible for insurance under this Policy who was insured under a prior group disability income insurance policy with the Employer if the Effective Date of this Policy immediately follows the last day of coverage under such prior policy and the employee is Actively at Work on the Effective Date of this Policy.

If a Covered Employee's coverage under this Policy terminates due to termination of employment or upon no longer being in an eligible class, such employee shall again become eligible for such insurance when the employee becomes reemployed by the Employer or reenters an eligible class.

3.2 Effective Date of Coverage

An employee shall become a Covered Employee on the first day of the month following the date the employee meets all of the eligibility requirements set out in subsection 3.1 of this Policy, provided however that if an employee is not Actively at Work on such

date the employee shall not become a Covered Employee until the first of the month following completion of 18 days of being Actively at Work.

3.3 Changes in Regular Compensation

For purposes of this Policy, a change in salary or in the eligible class to which the Covered Employee belongs shall become effective on the first day of the month following the date of such change. If, however, an employee is not Actively at Work on such date any increase in insurance shall not become effective until the first of the month following completion of 18 days of being Actively at Work.

SECTION 4 - BENEFITS

4.1 Monthly Disability Income Benefit

If a Covered Employee becomes Totally Disabled, the Company shall pay a monthly disability income benefit to the Covered Employee in an amount determined in accordance with subsection 10.6 of this Policy. The monthly disability income benefit shall begin after the waiting period stated in subsection 10.5 of this Policy and continue during the period that the Covered Employee continues to be Totally Disabled. In no event, however, shall payments be made for any period of Total Disability beyond the maximum benefit period stated in subsection 10.7 of this Policy.

4.2 Successive Periods of Total Disability

Benefits under this Policy shall be paid without a new waiting period of the duration stated in subsection 10.5 of this Policy for separate periods of Total Disability provided: (a) the periods of Total Disability are not separated by a period of more than 180 days; and (b) Total Disability occurs from the same or related causes.

4.3 Reduction of the Monthly Disability Income Benefit

- (a) The Company shall reduce the monthly disability income benefit by the amount of benefits paid to the Covered Employee under any or all of the following for the same or related disability condition for which a benefit is payable under this Policy:
 - (i) any disability income benefits payable under the Worker's Compensation or any disability income benefits required or provided by any similar laws; and
 - (ii) any benefits payable under the Social Security Act of 1935 or Federal Railroad Retirement Act, as amended, including all primary and family benefits; or in lieu of such amount, the estimated amount of such benefits as determined by the Company; and
 - (iii) any disability income benefits payable to the Covered Employee under any plan or program of the Employer.
- (b) The amount in (a)(i) above shall include any amounts of lump-sum loss of time benefits paid to the Covered Employee as payment in a Worker's Compensation, or any similar laws, settlement, including any out-of-court settlement. If the settlement does not specify the amount paid as loss-of-time benefits, then the Company shall estimate the amount which would be loss-of-time benefits. Such amount shall be:
 - (i) a percentage of the settlement amount based on the Covered Employee's Regular Compensation at the time Total Disability began; and
 - (ii) prorated to cover the period for which settlement was made.

If as a result of any successful third-party suit or settlement the Covered Employee is required to repay any benefits paid to the Covered Employee by Worker's Compensation or any similar laws, the Company shall not be required to increase any benefits already paid.

- (c) Benefits shall not be reduced by any amount under(a)(ii) above if the Covered Employee:
 - (i) was not eligible for such benefits due to lack of sufficient quarters for coverage; or
 - (ii) applied within 12 months of the start of Total Disability for Social Security benefits and the benefits applied for were denied initially and after appeal to an administrative law judge.

If the Covered Employee's initial application for Social Security benefits is denied, the Covered Employee must furnish the Company with proof of the initial denial and must appeal the initial denial to an administrative law judge. The Company shall reduce benefits by any amount the Company determines as payable under (a)(ii) until a final decision of the appeal is received by the Company. The Company shall not adjust any benefits under this Policy retroactive to any date Social Security benefits become effective if the Covered Employee does not appeal the denied benefits to the administrative law judge within the time limits established by the Social Security Administration for such appeals.

- (d) The Company may require that the Covered Employee reapply for Social Security benefits if:
 - (i) the Covered Employee's original application for Social Security benefits was denied; and
 - (ii) any subsequent proof of Total Disability required pursuant to subsection 6.2 of this Policy indicated deterioration in the Covered Employee's health.

Within 90 days following such request by the Company to reapply for Social Security benefits, the Covered Employees must:

- (i) reapply for Social Security benefits; and
 - (ii) provide the Company with proof that the Covered Employee reapplied for Social Security benefits and that a decision is pending. Unless the Covered Employee complies with the preceding sentence, the Company shall upon the expiration of such 90-day period reduce benefits by any amount it determines as payable under (a)(ii) above until proof that the Covered Employee reapplied for such benefits is received by the Company.
- (e) The amount in (a)(iii) above shall not include:
- (i) any early retirement benefits provided under any annuity or pension plan; or
 - (ii) any disability income benefits provided under any plan of life insurance.
- (f) Benefits shall not be reduced by any increase in benefits under the Social Security, Federal Railroad Retirement Acts or Worker's Compensation law due to any change in the law or any cost-of-living adjustment which becomes effective after the date on which benefits for a period of Total Disability first became payable under this Policy.

4.4 Waiver of Premium

- (a) The Company shall waive any premiums falling due for a Covered Employee who is receiving benefits under this Policy as a result of being Totally Disabled.
- (b) If Total Disability or Rehabilitative Employment ceases and the Covered Employee continues to be eligible for insurance under this Policy, monthly premiums for such Covered Employee shall become due and payable starting with the first day of the month following the date Total Disability or Rehabilitative Employment ceased.

4.5 Pre-existing Condition

No benefits shall be paid for any Total Disability occurring within 12 months of the employee becoming a Covered Employee under this Policy that results from a Pre-existing Condition. With respect to this provision only, the time that the Covered Employee was covered under a prior group or blanket disability income insurance plan provided by the Employer, excluding Worker's Compensation or any disability income benefits required or provided by any similar laws, shall be credited under this Policy towards the 12 month period described in the first sentence of this provision if: (a) such coverage was continuous to a date not more than sixty days prior to the date the employee became a Covered Employee under this Policy, and (b) the previous coverage or level of benefits was substantially similar to the coverage or level of benefits provided under this Policy.

4.6 Monthly Rehabilitative Employment Benefit

If the Covered Employee is employed in Rehabilitative Employment the Company shall pay a monthly rehabilitative employee benefit in place of and not in addition to the monthly disability income benefit. The amount of the monthly rehabilitative employment benefit shall be equal to the amount of monthly disability income benefit payable under this Policy less 66 2/3% of the total monthly income received by the Covered Employee for such Rehabilitative Employment.

The rehabilitative employment benefit is payable only if: (a) the Covered Employee makes a request to the Company for this benefit before such Rehabilitative Employment begins; (b) the Company receives satisfactory proof that the Covered Employee is so employed; and (c) the Rehabilitative Employment immediately follows a period for which the monthly disability income benefit was payable.

The rehabilitative employment benefit shall become payable on the date the Covered Employee begins such Rehabilitative Employment. This benefit shall be paid for each month the Covered Employee is engaged in Rehabilitative Employment but only for a maximum of 24 months. In no event shall payments be made beyond the maximum benefit period stated in subsection 10.7 of this Policy. Proof that the Covered Employee continues to be so employed must be submitted to the Company every three months. Payment of this benefit shall cease upon failure to submit such proof.

4.7 Exclusions

- (a) No benefits shall be payable under this Policy for any Total Disability occurring as the result of: (i) attempted suicide or intentionally self-inflicted injury; (ii) declared or undeclared war, or any act of war; (iii) travel, flight or any activities in or from any kind of aircraft except as a fare paying passenger in an aircraft operated on a regular schedule by a common carrier for passenger service over an established air route; (iv) service in the armed forces of any country at war; (v) police duty as a member of any military or armed forces; (vi) committing or attempting to commit a felony; or (vii) drugs or alcohol.
- (b) No benefits shall be payable or continue to be paid under this Policy for any period of Total Disability after the earliest of:
- (i) The date on which the Covered Employee has received benefit payments for the maximum period stated in subsection 10.7 of this Policy, or
 - (ii) the Covered Employee's date of death
- (c) No benefits shall be payable or continue to be paid under this Policy for any period of Total Disability that the Covered Employee:
- (i) is not under the care and treatment of a duly licensed physician who is not the Covered Employee, or a member of the Covered Employee's immediate family, or
 - (ii) receives any wage, salary, fees or other payment during the period of Total Disability, excluding such payments for Rehabilitative Employment, or

- (iii) fails to provide written proof of Total Disability to the Company within 90 days of the date (1) that such Total Disability first occurs, or as soon as is reasonably possible, or (2) during a period of Total Disability, the Company requests written proof that such Total Disability continues, or
- (iv) refuses or fails to be examined, at the request of the Company and at its expense, by a licensed physician designated by the Company, or
- (v) refuses or fails to apply within 12 months of the start of Total Disability for Social Security benefits or refuses or fails to appeal an initial denial to an administrative law judge.

4.8 Survivor Benefit

If subsection 10.10 of this Policy indicates that a survivor benefit is provided for under this Policy, and:

- (a) a Covered Employee dies while receiving benefits for Total Disability, and
- (b) the Covered Employee has been receiving such benefit for at least six months, and
- (c) the Covered Employee has a surviving spouse or surviving children,

then the Company shall pay a lump sum benefit equal to three times the last month monthly disability income or monthly rehabilitative employment benefit, as paid in the month immediately preceding the Covered Employee's death, first to the surviving spouse or if there is no surviving spouse to the surviving children in equal shares.

SECTION 5 - COST OF LIVING SUPPLEMENT

If subsection 10.8 of this Policy indicates that cost of living supplements are to be provided under this Policy, then during the period that a benefit is payable to a Covered Employee under this Policy, such benefit shall be subject to adjustment as provided for in this Section of the Policy.

On each May 1 following the calendar year in which payments under a benefit first began to a Covered Employee under this Policy, the benefit then and thereafter payable with respect to the Covered Employee during the ensuing twelve month period shall be increased, where applicable, by a cost of living supplement determined as the product of (i) such benefit and (ii) the Cost of Living Adjustment Factor determined in accordance with the following paragraph, reduced by 1.000, provided however that the amount of any increase for any such benefit that began in the third or fourth quarter of the preceding calendar year shall be 66 2/3% or 33 1/3%, respectively, of the amount of increase otherwise determined.

The Cost of Living Adjustment Factor for any year shall be the ratio of (i) the Consumer Price Index for the December 31 preceding that year to (ii) the Consumer Price Index for the second preceding December 31, calculated to the nearest one-thousandth (.001), subject to the following limitations:

- (a) such factor shall not exceed the Cost of Living Multiple shown in subsection 10.8 of this Policy, and
- (b) where the procedure described above produces a factor of less than 1.010 for any year, the factor shall be 1.000. In such case, the determination of the factor in the next following year shall be based on the Consumer Price Index for the December 31 preceding the May 1st of the last year in which such factor was 1.010 or greater, rather than the Consumer Price Index for the second preceding December 31.

SECTION 6 - CLAIMS

6.1 Notice of Claim

A Notice of claim must be given to the Company within 20 days of the date Total Disability occurred or as soon thereafter as is reasonably possible. Such Notice should include the names of the Covered Employee, the Employer and the name, address and telephone number of the person filing the Notice.

The Company will provide forms for filing proof of Total Disability upon receipt of such Notice of claim. If forms are not sent to the claimant within 15 days following the date the Company receives notice of claim, the claimant will have met the proof of loss requirement by providing the Company with a written statement as to the nature and extent of loss.

6.2 Proof of Loss

Written proof of Total Disability, on forms provided by the Company, must be given to the Company within 90 days of the date such Total Disability first occurs or as soon as is reasonably possible. Such proof must indicate that Total Disability began while the individual was a Covered Employee under this Policy.

After a claim has been established and at reasonable times during the continuance of a claim, the Company may request written proof that Total Disability continues. Such proof shall be provided to the Company within 90 days of the request or as soon thereafter as is reasonably possible.

If written proof of Total Disability is not provided to the Company within the time periods required by this Section, the Company shall not be required to make or continue making any benefit payments for the Total Disability or waive or continue waiving any premiums.

All proofs required by this provision shall be at the Covered Employee's expense.

6.3 Physical Examinations

At reasonable times during the pendency of the claim, the Company shall have the right to request that the Covered Employee be examined by a physician designated by the Company and at the Company's expense. If the Covered Employee fails to appear for the examination requested pursuant to this clause, the Company shall not be required to make or continue making any benefit payments for the Total Disability or waive or continue waiving any premiums.

6.4 Review of Claim

The Company shall have 30 days after the Business Day on which it receives due proof of Total Disability to render a decision on the claim. In the event a claim is wholly or partially denied, such notice shall include: (a) the reasons for the denial; (b) the specific Policy provisions on which the denial was based; (c) any additional information necessary to perfect the claim; and (d) the procedures for requesting review by the Company of a denied claim.

If the claim is approved payment shall commence within 60 days of the later of (i) the receipt by the Company of due proof of Total Disability; or (ii) the expiration of the waiting period set forth in subsection 10.5 of this Policy.

6.5 Appeal of Denial

A claimant may request that the Company review a denied claim. Such request must be made by Notice to the Company within 60 days of such denial. The claimant shall have the right to review all related documents and send the Company written issues and comments regarding the denial. The Company shall render a written decision to the claimant within 45 days after the Business Day that the Company receives the appeal. The Company may, however, extend such period for an additional 45 days upon written notice to the claimant.

SECTION 7 - PAYMENT OF BENEFITS

7.1 Payment of Benefits

- (a) All payments of benefits for Total Disability shall be paid monthly, in arrears, to the Covered Employee during the continuance of Total Disability. If a period of Total Disability terminates for whatever reason prior to the end of a month, a payment for the last month shall be made on a pro-rata basis.
- (b) Any benefits payable under this Policy and unpaid at the death of the Covered Employee, shall be paid to the first surviving class of the following:
 - (i) to the Covered Employee's surviving spouse; or
 - (ii) to the Covered Employee's surviving children in equal shares; or
 - (iii) to the Covered Employee's surviving parents in equal shares; or
 - (iv) to the Covered Employee's surviving brothers and sisters in equal shares; or
 - (v) to the executor or administrator of the Covered Employee's estate.

7.2 Facility of Payment

Upon the receipt by the Company of evidence satisfactory to it that a guardian or other legal representative of any person entitled to receive benefits under this Policy has been appointed, the Company shall pay benefits to the legal guardian or legal representative of such payee.

The Company may, at its option, make payments due to a person entitled to receive any payment pursuant to this Policy to any individual or institution that in the opinion of the Company is then caring for or supporting such person, provided that:

- (a) the Company receives evidence satisfactory to it that such person is
 - (i) physically not capable of giving valid receipt for such payment, or
 - (ii) mentally not competent or not able to give a valid receipt for such payment, or
 - (iii) a minor, and
- (b) the Company has not received evidence satisfactory to it that a guardian or other legal representative of the estate of such person has been appointed.

Payment under this provision of this Policy shall completely discharge the Company from all obligations and liabilities with respect to the payment made.

SECTION 8 - GENERAL PROVISIONS

8.1 Policy

This Policy constitutes the entire Policy between the Company and the Policy Holder and is issued in consideration of the application and the payment of the premiums due hereunder.

All statements in the application for this Policy are representations and not warranties. No statement made by any person insured shall be used by the Company in any contest unless a copy of the instrument containing the statement, signed by such person, is or has been furnished to the person or, in the event of the death or incapacity of the person, to their Beneficiary or personal representative.

This Policy may not be modified as to the Company nor may the Company's rights or requirements be waived, except in writing and by a duly authorized officer of the Company. No change shall affect any benefits which became payable prior to the effective date of such change.

No benefits provided under this Policy shall be less than those required by the state where this Policy is delivered.

8.2 Legal Actions

No lawsuit may be brought to recover benefits within 60 days after any Notice or proof of Total Disability has been given to the Company as required under the terms of this Policy. No suit may be brought after three years from the time Notice or proof of Total Disability is required to be given to the Company under the terms of this Policy.

8.3 Misstatement of Age, Regular Compensation or Incorrect Calculation of Benefits

If the age or Regular Compensation of any Covered Employee has been misstated, or the benefit has been incorrectly calculated (including but not limited to reductions pursuant to subsection 4.3 of this Policy), the benefit shall not be invalidated, but the amount of premium and/or benefit shall be adjusted to the proper amount as determined on the basis of the correct age, Regular Compensation and/or correct calculation.

The amount of any underpayments by the Company due to any such misstatement shall be paid in full with the next payment due with respect to the payee under this Policy. The amount of any overpayments by the Company due to any such misstatement shall be deducted to the extent possible from the payments thereafter falling due with respect to the payee under this Policy.

8.4 Certificates

Each Covered Employee shall be provided with an individual certificate setting forth a summary of the provisions under this Policy as they relate to the Covered Employee.

8.5 Claims of Creditors

To the extent permitted by law, no payment by the Company under this Policy shall be subject to: (a) the claims of any creditors; (b) alienation; (c) attachment; (d) garnishment; (e) levy (other than a Federal tax levy in accordance with Section 6331 of the Code); (f) execution; or (g) other legal process. Also, no payment shall be subject to any legal process to enforce any such claim.

8.6 Participating Policy

This is a participating policy. Each year the Company shall determine the amount of divisible surplus, if any, to be apportioned to this Policy. The amount of any such divisible surplus shall be credited to this Policy as dividends, provided this Policy is in force on the date such dividends are to be paid.

8.7 Dividends

The Policy Holder may at any time elect to apply dividends under one of the following options:

- (a) Cash - Dividends shall be paid in cash.
- (b) Premium Reduction - Dividends shall be used toward payment of a premium due.

If no option has been elected, option (b) shall be effective.

8.8 Incontestability

Except for non-payment of premium, the Company will not contest the validity of (a) this Policy after it has been in force for two years from its Effective Date, or (b) the Covered Employee's insurance after it has been in force for two years. This provision shall not preclude the assertion at any time of defenses based upon provisions of this Policy that relate to eligibility for coverage.

8.9 Information, Reports and Determinations

The Employer shall furnish the Company with such facts and information as the Company may require for the operation of this Policy, including, upon request, the original or a photocopy of any pertinent records kept by the Employer. By use of electronic

media, such as a computer terminal, personal computer or other electronic device located at the Employer's place of business, the Employer shall: (a) communicate such facts and information to the Company, directly to the Company's computer records; (b) have access to the electronic data stored in the Company's computer records with respect to this Policy; and (c) be able to perform certain functions by adding to, amending or changing such electronic data to accurately reflect information in the Employer's control with respect to this Policy; all subject to the Company's established rules and requirements with respect to accessing the Company's computer records.

Any determination that the Employer is to make under this Policy, shall be made pursuant to the terms of this Policy and shall be reported by the Employer to the Company. Such determination shall be conclusive for the purpose of this Policy. The Company shall be fully protected in relying on the reports and other information furnished by the Employer and need not inquire as to the accuracy or completeness of such reports and information.

8.10 Non-Assignment of Policy

No assignment of this Policy, and no transfer of any rights conferred hereunder, shall be permitted.

8.11 Non-Waiver

The Company's rights under this Policy shall not be waived, reduced or denied due to its failure to perform or insist upon the strict performance of any provision or condition of this Policy. Any waiver of a provision or condition by the Company in a particular instance or situation, whether or not at the request of the Policy Holder or Covered Employee, shall not operate as a blanket waiver for future instances or situations even if under the same or similar circumstances.

8.12 Notices

All Notices must be in writing and delivered to the Home Office by United States mail, unless the Company specifies another manner or place for delivery of a Notice. Such Notices must be in a form satisfactory to the Company. The Policy Holder, the Covered Employee, or any entity providing a Notice under this Policy, must furnish the Company with any facts and information that may be required by the Company to act on such Notice. The Company shall not be required to act upon any Notice that does not meet these requirements. Receipt of such Notice shall be deemed to take place on the Business Day such Notice is received by the Company at its Home Office. The Company shall be fully protected in relying upon the information furnished in a Notice, even if the Company does not inquire as to the accuracy or completeness of such information.

The Company shall not be liable for any payment made or action taken prior to receipt of any Notice at the Home Office.

8.13 Payment of Benefits

- (a) The Company shall make payments under this Policy by check made payable to the payee and mailed directly to the payee at the last known address shown for such payee in the Company's records. At the request of the payee, and with the agreement of the Company, payment may be made by electronic fund transfer.
- (b) In addition to any other remedies provided by law, any payments made by the Company that are determined by the Company to be in excess of those provided by the provisions of this Policy shall be deducted to the extent possible from the payments thereafter falling due under this Policy. The amount of any overpayments shall be calculated with interest at the rate of 5% per year.

8.14 Right to Amend Policy

The Company may change this Policy at any time by amendment or by replacement with another group disability income insurance policy upon at least 60 days advance written notification to the Policy Holder without the consent of the Policy Holder, of any Covered Employee, or of any other person who is or may become entitled to benefits under this Policy, provided that such change shall not affect the amount or terms of benefits that became payable hereunder before such change.

8.15 Fiduciary

The Named Fiduciary, as described in Section 402 of the Employee Retirement Income Security Act of 1974, will be the Plan Administrator. The Named Fiduciary may designate a fiduciary under this Policy who may: (a) allocate specific responsibilities to designated persons, and (b) employ one or more persons to render advice with regard to any fiduciary responsibility.

8.16 Severability of Provisions

If any provision under this Policy is determined to be invalid, the remainder of the provisions shall remain in full force and effect.

SECTION 9 - TERMINATION

9.1 Termination of Coverage for a Covered Employee

- (a) A Covered Employee's coverage under this Policy will automatically terminate on the earliest of any of the following to occur:
 - (i) the date coverage terminates as indicated in subsection 10.2 (b) of this Policy; or

- (ii) upon termination of the Covered Employee's employment with the Employer; or
- (iii) the date the Covered Employee ceases to be Actively at Work due to any non-medical reason, or
- (iv) upon the Covered Employee no longer being in an eligible class of employees under this Policy; or
- (v) upon the Policy Holder's failure to pay any premium due for the Covered Employee's insurance before the end of the Grace Period; or
- (vi) upon termination of this Policy.

9.2 Termination by the Policy Holder

The Policy Holder may terminate this Policy by Notice. The date of termination shall be the last day of the calendar month in which such Notice is received by the Company.

9.3 Termination by the Company

The Company may terminate this Policy in its entirety, upon 31 days advance written notice to the Policy Holder.

9.4 Effect of Termination

Upon termination of this Policy, the Company shall be relieved of all further liability except with respect to any event triggering a claim or benefits that had commenced under this Policy that occurred on or before the date of termination.

SECTION 10 - SPECIFICATIONS

10.1 Eligible Classes of Employees:

[All employees regularly working at least [40] hours per week.]

[All Full-time Employees regularly working at least [40] hours per week.]

[All Full-time Employees regularly working at least [40] hours per week, except any person employed in the following categories:

- i. Class 1: [Union Worker]
- [ii Class 2: [Salesman]]

[All employees regularly working at least [40] hours per week, except any person employed in the following categories:

- i. Class 1: [Manager]
- [ii. Class 2: [Seasonal]]

10.2 Age Limits

(a) Maximum age at which an employee is eligible for insurance: [60] / [There is no maximum age for eligibility].

(b) Coverage for a Covered Employee shall terminate on the first of the month following: [Age 65] / [No age limit].

10.3 Service Requirements:

(a) For employees in the employ of the Employer on the Effective Date of this Policy:

[There is no service requirement.] / [[12] months of service.]

(b) For employees entering an eligible class after the Effective Date of this Policy:

[There is no service requirement.] / [[12] months of service.]

10.4 Prior Employment

For the purpose of meeting the service requirement in subsection 10.3 of this Policy, shall employment prior to the employee's date of employment with this Employer be considered employment with this Employer?

[Yes, if employed by a not for profit organization within [12] months prior to the employee's date of employment with the Employer.]

[Yes, if employed with [XYZ Agency] within [3] months prior to the employee's date of employment with the Employer.]

[No]

10.5 Waiting Period

Benefits begin after Total Disability has existed for [180] days.

10.6 Monthly Benefit

The amount of monthly disability income benefit shall be [One-twelfth of the sum of: (a) [60]% of the first \$[50,000] of Regular Compensation; and (b) [40]% of any Regular Compensation in excess of \$[50,000].]

[One-twelfth of [60]% of Regular Compensation.]

The minimum monthly disability income benefit shall be: \$[50] and the maximum monthly disability income benefit shall be \$[5,000].

10.7 Maximum Period of Benefits

Based on the Covered Employee's age at the onset of Total Disability, benefits shall only be paid for the maximum period indicated in the table below.

Age at onset of Total Disability	Maximum Period of Benefit
Under age 61	To age 65
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 and over	1 year

[Benefits for Total Disability shall only be paid until the Covered Employee attains age 65.]

10.8 Cost of Living Supplements

[Cost of living supplements are provided under this Policy and the maximum Cost of Living Multiple shall be: [1.060]

[Cost of living supplements are not provided under this Policy.]

10.9 Total Disability - Own Occupation

From the start of a disability and for the next [2] years a Covered Employee can be considered Totally Disabled if, due to bodily injury or sickness, they are unable to perform, or can be expected to be unable to perform, the duties of their occupation, business or employment for wage or profit.

10.10 Survivor Benefits

[Survivor benefits are provided under this Policy.]

[Survivor benefits are not provided under this Policy.]

10.11 Prior Coverage

[The Employer did have a group disability income insurance policy in force covering its employees immediately preceding the Effective Date of this policy.]

[The Employer did not have a group disability income insurance policy in force covering its employees immediately preceding the Effective Date of this policy.]

10.12 Plan Administrator

[The Employer] / [The Trustee for XYZ]

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

GROUP DISABILITY INCOME INSURANCE CERTIFICATE

COVERED EMPLOYEE: [John Doe]
POLICY HOLDER: [ABC COMPANY]
EMPLOYER: [ABC COMPANY]
EMPLOYER NUMBER: [456321]
EMPLOYEE NUMBER: [555777]
CERTIFICATE EFFECTIVE DATE: [September 2, 2010]
CERTIFICATE ISSUE DATE: [September 9, 2010]

You are a Covered Employee under a Policy issued by the Company to the Policy Holder.

This Certificate is a summary of the provisions of the Policy and does not modify or in any way amend the Policy. The Policy governs the payment of all benefits and the Company's rights and obligations under it.

This Certificate is executed by the Company at its Home Office in New York, New York on the Date of Issue and shall take effect as of the Effective Date.



Chairman, President and Chief Executive Officer

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Table of Contents

SECTION 1 - DEFINITIONS.....	5
Actively at Work.....	5
Business Day.....	5
Certificate.....	5
Certificate Effective Date.....	5
Certificate Issue Date.....	5
Covered Employee.....	5
Employer.....	5
Grace Period.....	5
Home Office.....	5
Notice.....	5
Policy.....	5
Policy Holder.....	5
Pre-existing Condition.....	5
Regular Compensation.....	5
Rehabilitative Employment.....	6
Total Disability or Totally Disabled.....	6
SECTION 2 - PREMIUMS.....	6
SECTION 3 - EFFECTIVE DATE OF COVERAGE.....	6
Effective Date of Coverage.....	6
Changes in Regular Compensation.....	6
SECTION 4 - BENEFITS.....	6
Monthly Disability Income Benefit.....	6
Successive Periods of Total Disability.....	6
Reduction of the Monthly Disability Income Benefit.....	6
Pre-existing Condition.....	7
Monthly Rehabilitative Employment Benefit.....	7
Exclusions.....	8
Survivor Benefit.....	8
SECTION 5 - COST OF LIVING SUPPLEMENT.....	8
SECTION 6 - CLAIMS.....	9
Notice of Claim.....	9
Proof of Loss.....	9
Physical Examinations.....	9
Review of Claim.....	9
Appeal of Denial.....	9
SECTION 7 - PAYMENT OF BENEFITS.....	9
Payment of Benefits.....	9
Facility of Payment.....	10
SECTION 8 - GENERAL PROVISIONS.....	10
Legal Actions.....	10
Misstatement of Age or Regular Compensation.....	10
Claims of Creditors.....	10
Incontestability.....	10
Non-Assignment of Certificates.....	10
Non-Waiver.....	10
Notices.....	11
Payment of Benefits.....	11
Right to Amend Certificate.....	11
Severability of Provisions.....	11
SECTION 9 - TERMINATION.....	11
Termination of Coverage for a Covered Employee.....	11
Effect of Termination.....	11
SECTION 10 - SPECIFICATIONS.....	11
10.1 Age Limits.....	11
10.2 Waiting Period.....	11
10.3 Monthly Benefit.....	12
10.4 Maximum Period of Benefits.....	12

10.5 Cost of Living Supplements..... 12
10.6 Total Disability - Own Occupation.....12
10.7 Survivor Benefits.....12

SECTION 1 - DEFINITIONS

The following terms as used in this Certificate shall have the meaning defined unless a different meaning is required by the context. Words in the singular form as used in this Certificate shall be construed as though they were also used in the plural form in all cases where they would so apply and vice versa.

Actively at Work

The employee is in the active employment of the Employer and is not prevented from reporting to work or performing the duties of the employee's occupation because of any: (a) sickness, disability or hospitalization; (b) temporary leave of absence or layoff; or (c) any other temporary cessation of employment.

Business Day

Any day on which the Company is open for business. The Business Day shall end at 5:00 p.m. Eastern Time.

Certificate

This group disability income insurance certificate together with any amendments to this certificate that may be made from time to time.

Certificate Effective Date

The date shown as the Certificate Effective Date on the face page of this Certificate. This Certificate becomes effective at 12:01 A.M. on the Certificate Effective Date.

Certificate Issue Date

The date shown as the Certificate Issue Date on the face page of this Certificate.

Covered Employee

An employee of the Employer for whom insurance is being provided for under the Policy.

Employer

The entity named as the Employer on the face page of this Certificate.

Grace Period

A period of 31 days after the due date of a premium.

Home Office

The Company's office at [320 Park Avenue, New York, NY 10022], or such other location as the Company may announce by advance written notification.

Notice

Any communication to the Company with respect to the Policy or this Certificate, regardless of how referred to in the Policy or this Certificate, including, but not limited to requests for benefits, appeals of denied benefits or information.

Policy

The group disability income insurance policy issued to the Policy Holder together with any amendments to the policy that may be made from time to time.

Policy Holder

The entity named as the Policy Holder on the face page of this Certificate.

Pre-existing Condition

Any injury or sickness for which the Covered Employee incurred expenses, received medical treatment, care or services, including diagnostic measures, took prescribed drugs or medicine within the 12-month period immediately before the employee become a Covered Employee.

Regular Compensation

A Covered Employee's annual rate of compensation as of the first day of a month that the Covered Employee ceases to be Actively at Work due to Total Disability, excluding overtime, bonuses and special compensation. For Covered Employees receiving hourly wages, annual rate of compensation is determined based on multiplying the Covered Employee's hourly rate of compensation by the number of hours that make up a standard work week for that Covered Employee. In no event shall this amount be more than 120% of the Covered Employee's Regular Compensation one year before the onset of the current period of Total Disability or if there is no

Regular Compensation in effect one year before the start of the current period of Total Disability, the earliest recorded Regular Compensation within the one-year period.

Rehabilitative Employment

Employment designed to train the Covered Employee to perform the duties of an occupation, business or employment intended to begin upon the completion or cessation of such training.

Total Disability or Totally Disabled

The inability of a Covered Employee due to bodily injury or sickness to perform (a) from the start of such disability and for the number of years of Total Disability indicated in subsection 10.6 of this Certificate, the duties of the Covered Employee's occupation, business or employment for wage or profit; and (b) thereafter the duties of any occupation, business or employment for remuneration or profit for which the Covered Employee is reasonably qualified by reason of education, training or experience.

SECTION 2 - PREMIUMS

The Policy is a non contributory policy. All premiums due under the Policy shall be paid by the Policy Holder.

SECTION 3 - EFFECTIVE DATE OF COVERAGE

Effective Date of Coverage

An employee shall become a Covered Employee on the Certificate Effective Date, provided however that if an employee is not Actively at Work on such date the employee shall not become a Covered Employee until the first of the month following completion of 18 days of being Actively at Work.

If a Covered Employee's coverage under the Policy terminates due to termination of employment or upon no longer being in an eligible class, such employee shall again become eligible for such insurance when the employee becomes reemployed by the Employer or reenters an eligible class.

Changes in Regular Compensation

For purposes of the Policy and this Certificate a change in salary or in the eligible class to which the Covered Employee belongs shall become effective on the first day of the month following the date of such change. If, however, an employee is not Actively at Work on such date any increase in insurance shall not become effective until the first of the month following completion of 18 days of being Actively at Work.

SECTION 4 - BENEFITS

Monthly Disability Income Benefit

If a Covered Employee becomes Totally Disabled, the Company shall pay a monthly disability income benefit to the Covered Employee in an amount determined in accordance with subsection 10.3 of this Certificate. The monthly disability income benefit shall begin after the waiting period stated in subsection 10.2 of this Certificate and continue during the period that the Covered Employee continues to be Totally Disabled. In no event, however, shall payments be made for any period of Total Disability beyond the maximum benefit period stated in subsection 10.4 of this Certificate.

Successive Periods of Total Disability

Benefits under the Policy shall be paid without a new waiting period of the duration stated in subsection 10.2 of this Certificate for separate periods of Total Disability provided: (a) the periods of Total Disability are not separated by a period of more than 180 days; and (b) Total Disability occurs from the same or related causes.

Reduction of the Monthly Disability Income Benefit

- (a) The Company shall reduce the monthly disability income benefit by the amount of benefits paid to the Covered Employee under any or all of the following for the same or related disability condition for which a benefit is payable under the Policy:
 - (i) any disability income benefits payable under the Worker's Compensation or any disability income benefits required or provided by any similar laws; and
 - (ii) any benefits payable under the Social Security Act of 1935 or Federal Railroad Retirement Act, as amended, including all primary and family benefits; or in lieu of such amount, the estimated amount of such benefits as determined by the Company; and
 - (iii) any disability income benefits payable to the Covered Employee under any plan or program of the Employer.

- (b) The amount in (a)(i) above shall include any amounts of lump-sum loss of time benefits paid to the Covered Employee as payment in a Worker's Compensation, or any similar laws, settlement, including any out-of-court settlement. If the settlement does not specify the amount paid as loss-of-time benefits, then the Company shall estimate the amount which would be loss-of-time benefits. Such amount shall be:
- (i) a percentage of the settlement amount based on the Covered Employee's Regular Compensation at the time Total Disability began; and
 - (ii) prorated to cover the period for which settlement was made.

If as a result of any successful third-party suit or settlement the Covered Employee is required to repay any benefits paid to the Covered Employee by Worker's Compensation or any similar laws, the Company shall not be required to increase any benefits already paid.

- (c) Benefits shall not be reduced by any amount under(a)(ii) above if the Covered Employee:
- (i) was not eligible for such benefits due to lack of sufficient quarters for coverage; or
 - (ii) applied within 12 months of the start of Total Disability for Social Security benefits and the benefits applied for were denied initially and after appeal to an administrative law judge.

If the Covered Employee's initial application for Social Security benefits is denied, the Covered Employee must furnish the Company with proof of the initial denial and must appeal the initial denial to an administrative law judge. The Company shall reduce benefits by any amount the Company determines as payable under (a)(ii) until a final decision of the appeal is received by the Company. The Company shall not adjust any benefits under the Policy retroactive to any date Social Security benefits become effective if the Covered Employee does not appeal the denied benefits to the administrative law judge within the time limits established by the Social Security Administration for such appeals.

- (d) The Company may require that the Covered Employee reapply for Social Security benefits if:
- (i) the Covered Employee's original application for Social Security benefits was denied; and
 - (ii) any subsequent proof of Total Disability required pursuant to the Proof of Loss provision of this Certificate indicated deterioration in the Covered Employee's health.

Within 90 days following such request by the Company to reapply for Social Security benefits, the Covered Employee must:

- (i) reapply for Social Security benefits; and
 - (ii) provide the Company with proof that the Covered Employee reapplied for Social Security benefits and that a decision is pending. Unless the Covered Employee complies with the preceding sentence, the Company shall upon the expiration of such 90-day period reduce benefits by any amount it determines as payable under (a)(ii) above until proof that the Covered Employee reapplied for such benefits is received by the Company.
- (e) The amount in (a)(iii) above shall not include:
- (i) any early retirement benefits provided under any annuity or pension plan; or
 - (ii) any disability income benefits provided under any plan of life insurance.
- (f) Benefits shall not be reduced by any increase in benefits under the Social Security, Federal Railroad Retirement Acts or Worker's Compensation law due to any change in the law or any cost-of-living adjustment which becomes effective after the date on which benefits for a period of Total Disability first became payable under the Policy.

Pre-existing Condition

No benefits shall be paid for any Total Disability occurring within 12 months of the employee becoming a Covered Employee under the Policy that results from a Pre-existing Condition. With respect to this provision only, the time that the Covered Employee was covered under a prior group or blanket disability income insurance plan provided by the Employer, excluding Worker's Compensation or any disability income benefits required or provided by any similar laws, shall be credited under the Policy towards the 12 month period described in the first sentence of this provision if: (a) such coverage was continuous to a date not more than sixty days prior to the date the employee became a Covered Employee under the Policy, and (b) the previous coverage or level of benefits was substantially similar to the coverage or level of benefits provided under the Policy.

Monthly Rehabilitative Employment Benefit

If the Covered Employee is employed in Rehabilitative Employment the Company shall pay a monthly rehabilitative employee benefit in place of and not in addition to the monthly disability income benefit. The amount of the monthly rehabilitative employment benefit shall be equal to the amount of monthly disability income benefit payable under the Policy less 66 2/3% of the total monthly income received by the Covered Employee for such Rehabilitative Employment.

The rehabilitative employment benefit is payable only if: (a) the Covered Employee makes a request to the Company for this benefit before such Rehabilitative Employment begins; (b) the Company receives satisfactory proof that the Covered Employee is so employed; and (c) the Rehabilitative Employment immediately follows a period for which the monthly disability income benefit was payable.

The rehabilitative employment benefit shall become payable on the date the Covered Employee begins such Rehabilitative Employment. This benefit shall be paid for each month the Covered Employee is engaged in Rehabilitative Employment but only for a maximum of 24 months. In no event shall payments be made beyond the maximum benefit period stated in subsection 10.4 of this Certificate. Proof that the Covered Employee continues to be so employed must be submitted to the Company every three months. Payment of this benefit shall cease upon failure to submit such proof.

Exclusions

- (a) No benefits shall be payable under the Policy or this Certificate for any Total Disability occurring as the result of: (i) attempted suicide or intentionally self-inflicted injury; (ii) declared or undeclared war, or any act of war; (iii) travel, flight or any activities in or from any kind of aircraft except as a fare paying passenger in an aircraft operated on a regular schedule by a common carrier for passenger service over an established air route; (iv) service in the armed forces of any country at war; (v) police duty as a member of any military or armed forces; (vi) committing or attempting to commit a felony; or (vii) drugs or alcohol.
- (b) No benefits shall be payable or continue to be paid under the Policy or this Certificate for any period of Total Disability after the earliest of:
 - (i) The date on which the Covered Employee has received benefit payments for the maximum period stated in subsection 10.4 of this Certificate, or
 - (ii) the Covered Employee's date of death
- (c) No benefits shall be payable or continue to be paid under the Policy or this Certificate for any period of Total Disability that the Covered Employee:
 - (i) is not under the care and treatment of a duly licensed physician who is not the Covered Employee, or a member of the Covered Employee's immediate family, or
 - (ii) receives any wage, salary, fees or other payment during the period of Total Disability, excluding such payments for Rehabilitative Employment, or
 - (iii) fails to provide written proof of Total Disability to the Company within 90 days of the date (1) that such Total Disability first occurs, or as soon as is reasonably possible, or (2) during a period of Total Disability, the Company requests written proof that such Total Disability continues, or
 - (iv) refuses or fails to be examined, at the request of the Company and at its expense, by a licensed physician designated by the Company, or
 - (v) refuses or fails to apply within 12 months of the start of Total Disability for Social Security benefits or refuses or fails to appeal an initial denial to an administrative law judge.

Survivor Benefit

If subsection 10.7 of this Certificate indicates that a survivor benefit is provided for under the Policy, and:

- (a) a Covered Employee dies while receiving benefits for Total Disability, and
- (b) the Covered Employee has been receiving such benefit for at least six months, and
- (c) the Covered Employee has a surviving spouse or surviving children,

then the Company shall pay a lump sum benefit equal to three times the last month monthly disability income or monthly rehabilitative employment benefit, as paid in the month immediately preceding the Covered Employee's death, first to the surviving spouse or if there is no surviving spouse to the surviving children in equal shares.

SECTION 5 - COST OF LIVING SUPPLEMENT

If subsection 10.5 of this Certificate indicates that cost of living supplements are to be provided under the Policy, then during the period that a benefit is payable to a Covered Employee under the Policy, such benefit shall be subject to adjustment as provided for in this Section of the Certificate.

On each May 1 following the calendar year in which payments under a benefit first began to a Covered Employee under the Policy, the benefit then and thereafter payable with respect to the Covered Employee during the ensuing twelve month period shall be increased, where applicable, by a cost of living supplement determined as the product of (i) such benefit and (ii) the Cost of Living Adjustment Factor determined in accordance with the following paragraph, reduced by 1.000, provided however that the amount of any increase for any such benefit that began in the third or fourth quarter of the preceding calendar year shall be 66 2/3% or 33 1/3%, respectively, of the amount of increase otherwise determined.

The Cost of Living Adjustment Factor for any year shall be the ratio of (i) the Consumer Price Index for the December 31 preceding that year to (ii) the Consumer Price Index for the second preceding December 31, calculated to the nearest one-thousandth (.001), subject to the following limitations:

- (a) such factor shall not exceed the Cost of Living Multiple shown in subsection 10.5 of this Certificate, and
- (b) where the procedure described above produces a factor of less than 1.010 for any year, the factor shall be 1.000. In such case, the determination of the factor in the next following year shall be based on the Consumer Price Index for the December

31 preceding the May 1st of the last year in which such factor was 1.010 or greater, rather than the Consumer Price Index for the second preceding December 31.

SECTION 6 - CLAIMS

Notice of Claim

A Notice of claim must be given to the Company within 20 days of the date Total Disability occurred or as soon thereafter as is reasonably possible. Such Notice should include the names of the Covered Employee, the Employer and the name, address and telephone number of the person filing the Notice.

The Company will provide forms for filing proof of Total Disability upon receipt of such Notice of claim. If forms are not sent to the claimant within 15 days following the date the Company receives notice of claim, the claimant will have met the proof of loss requirement by providing the Company with a written statement as to the nature and extent of loss.

Proof of Loss

Written proof of Total Disability, on forms provided by the Company, must be given to the Company within 90 days of the date such Total Disability first occurs or as soon as is reasonably possible. Such proof must indicate that Total Disability began while the individual was a Covered Employee under the Policy.

After a claim has been established and at reasonable times during the continuance of a claim, the Company may request written proof that Total Disability continues. Such proof shall be provided to the Company within 90 days of the request or as soon thereafter as is reasonably possible.

If written proof of Total Disability is not provided to the Company within the time periods required by this Section, the Company shall not be required to make or continue making any benefit payments for the Total Disability.

All proofs required by this provision shall be at the Covered Employee's expense.

Physical Examinations

At reasonable times during the pendency of the claim, the Company shall have the right to request that the Covered Employee be examined by a physician designated by the Company and at the Company's expense. If the Covered Employee fails to appear for the examination requested pursuant to this clause, the Company shall not be required to make or continue making any benefit payments for the Total Disability or waive or continue waiving any premiums.

Review of Claim

The Company shall have 30 days after the Business Day on which it receives due proof of Total Disability to render a decision on the claim. In the event a claim is wholly or partially denied, such notice shall include: (a) the reasons for the denial; (b) the specific Policy or Certificate provisions on which the denial was based; (c) any additional information necessary to perfect the claim; and (d) the procedures for requesting review by the Company of a denied claim.

If the claim is approved payment shall commence within 60 days of the later of (i) the receipt by the Company of due proof of Total Disability; or (ii) the expiration of the waiting period set forth in subsection 10.2 of this Certificate.

Appeal of Denial

A claimant may request that the Company review a denied claim. Such request must be made by Notice to the Company within 60 days of such denial. The claimant shall have the right to review all related documents and send the Company written issues and comments regarding the denial. The Company shall render a written decision to the claimant within 45 days after the Business Day that the Company receives the appeal. The Company may, however, extend such period for an additional 45 days upon written notice to the claimant.

SECTION 7 - PAYMENT OF BENEFITS

Payment of Benefits

- (a) All payments of benefits for Total Disability shall be paid monthly, in arrears, to the Covered Employee during the continuance of Total Disability. If a period of Total Disability terminates for whatever reason prior to the end of a month, a payment for the last month shall be made on a pro-rata basis.
- (b) Any benefits payable under the Policy and unpaid at the death of the Covered Employee, shall be paid to the first surviving class of the following:
 - (i) to the Covered Employee's surviving spouse; or
 - (ii) to the Covered Employee's surviving children in equal shares; or

- (iii) to the Covered Employee's surviving parents in equal shares; or
- (iv) to the Covered Employee's surviving brothers and sisters in equal shares; or
- (v) to the executor or administrator of the Covered Employee's estate.

Facility of Payment

Upon the receipt by the Company of evidence satisfactory to it that a guardian or other legal representative of any person entitled to receive benefits under the Policy has been appointed, the Company shall pay benefits to the legal guardian or legal representative of such payee.

The Company may, at its option, make payments due to a person entitled to receive any payment pursuant to the Policy to any individual or institution that in the opinion of the Company is then caring for or supporting such person, provided that:

- (a) the Company receives evidence satisfactory to it that such person is
 - (i) physically not capable of giving valid receipt for such payment, or
 - (ii) mentally not competent or not able to give a valid receipt for such payment, or
 - (iii) a minor, and
- (b) the Company has not received evidence satisfactory to it that a guardian or other legal representative of the estate of such person has been appointed.

Payment under this provision of this Certificate shall completely discharge the Company from all obligations and liabilities with respect to the payment made.

SECTION 8 - GENERAL PROVISIONS

Legal Actions

No lawsuit may be brought to recover benefits within 60 days after any Notice or proof of Total Disability has been given to the Company as required under the terms of the Policy or this Certificate. No suit may be brought after three years from the time Notice or proof of Total Disability is required to be given to the Company under the terms of the Policy or this Certificate.

No statement made by any person insured shall be used by the Company in any contest unless a copy of the instrument containing the statement, signed by such person, is or has been furnished to the person or, in the event of the death or incapacity of the person, to their Beneficiary or personal representative.

Misstatement of Age, Regular Compensation or Incorrect Calculation of Benefits

If the age or Regular Compensation of any Covered Employee has been misstated, or the benefit has been incorrectly calculated (including but not limited to reductions pursuant to the Reduction of the Monthly Disability Income Benefit provision of this Certificate), the benefit shall not be invalidated, but the amount of premium and/or benefit shall be adjusted to the proper amount as determined on the basis of the correct age, Regular Compensation and/or correct calculation.

The amount of any underpayments by the Company due to any such misstatement shall be paid in full with the next payment due with respect to the payee under the Policy. The amount of any overpayments by the Company due to any such misstatement shall be deducted to the extent possible from the payments thereafter falling due with respect to the payee under the Policy.

Claims of Creditors

To the extent permitted by law, no payment by the Company under the Policy shall be subject to: (a) the claims of any creditors; (b) alienation; (c) attachment; (d) garnishment; (e) levy (other than a Federal tax levy in accordance with Section 6331 of the Code); (f) execution; or (g) other legal process. Also, no payment shall be subject to any legal process to enforce any such claim.

Incontestability

Except for non-payment of premium, the Company will not contest the validity of the Covered Employee's insurance after it has been in force for two years. This provision shall not preclude the assertion at any time of defenses based upon provisions of the Policy or this Certificate that relate to eligibility for coverage.

Non-Assignment of Certificate

No assignment of this Certificate, and no transfer of any rights conferred hereunder or under the Policy, shall be permitted.

Non-Waiver

The Company's rights under the Policy or this Certificate shall not be waived, reduced or denied due to its failure to perform or insist upon the strict performance of any provision or condition of the Policy or this Certificate. Any waiver of a provision or condition by

the Company in a particular instance or situation, whether or not at the request of the Policy Holder or Covered Employee, shall not operate as a blanket waiver for future instances or situations even if under the same or similar circumstances.

Notices

All Notices must be in writing and delivered to the Home Office by United States mail, unless the Company specifies another manner or place for delivery of a Notice. Such Notices must be in a form satisfactory to the Company. The Policy Holder, the Covered Employee, or any entity providing a Notice under the Policy or this Certificate, must furnish the Company with any facts and information that may be required by the Company to act on such Notice. The Company shall not be required to act upon any Notice that does not meet these requirements. Receipt of such Notice shall be deemed to take place on the Business Day such Notice is received by the Company at its Home Office. The Company shall be fully protected in relying upon the information furnished in a Notice, even if the Company does not inquire as to the accuracy or completeness of such information.

The Company shall not be liable for any payment made or action taken prior to receipt of any Notice at the Home Office.

Payment of Benefits

- (a) The Company shall make payments under the Policy by check made payable to the payee and mailed directly to the payee at the last known address shown for such payee in the Company's records. At the request of the payee, and with the agreement of the Company, payment may be made by electronic fund transfer.
- (b) In addition to any other remedies provided by law, any payments made by the Company that are determined by the Company to be in excess of those provided by the provisions of the Policy shall be deducted to the extent possible from the payments thereafter falling due under the Policy. The amount of any overpayments shall be calculated with interest at the rate of 5% per year.

Right to Amend Certificate

The Company may change this Certificate at any time by amendment or by replacement with another group disability income insurance certificate upon at least 30 days advance written notification to the Covered Employee without the consent of the Policy Holder, of any Covered Employee, or of any other person who is or may become entitled to benefits under the Policy or this Certificate, provided that such change shall not affect the amount or terms of benefits that became payable hereunder before such change.

Severability of Provisions

If any provision under the Policy or this Certificate is determined to be invalid, the remainder of the provisions shall remain in full force and effect.

SECTION 9 - TERMINATION

Termination of Coverage for a Covered Employee

- (a) A Covered Employee's coverage under the Policy and this Certificate will automatically terminate on the earliest of any of the following to occur:
 - (i) the date coverage terminates as indicated in subsection 10.1 (b) of this Certificate; or
 - (ii) upon termination of the Covered Employee's employment with the Employer; or
 - (iii) the date the Covered Employee ceases to be Actively at Work due to any non-medical reason, or
 - (iv) upon the Covered Employee no longer being in an eligible class of employees under the Policy; or
 - (v) upon the Policy Holder's failure to pay any premium due for the Covered Employee's insurance before the end of the Grace Period; or
 - (vi) upon termination of the Policy.

Effect of Termination

Upon termination of the Policy and this Certificate, the Company shall be relieved of all further liability except with respect to any event triggering a claim or benefits that had commenced under the Policy that occurred on or before the date of termination.

SECTION 10 - SPECIFICATIONS

10.1 Age Limits

- (a) Maximum age at which an employee is eligible for insurance: [60] / [There is no maximum age for eligibility].
- (b) Coverage for a Covered Employee shall terminate on the first of the month following: [Age 65] / [No age limit]

10.2 Waiting Period

Benefits begin after Total Disability has existed for [180 days].

10.3 Monthly Benefit

The amount of monthly disability income benefit shall be [One-twelfth of the sum of: (a) [60]% of the first \$[50,000] of Regular Compensation; and (b) [40]% of any Regular Compensation in excess of \$[50,000.]] / [One-twelfth of [60]% of Regular Compensation.]

The minimum monthly disability income benefit shall be: \$[50] and the maximum monthly disability income benefit shall be \$[5,000].

10.4 Maximum Period of Benefits

Based on the Covered Employee's age at the onset of Total Disability, benefits shall only be paid for the maximum period indicated in the table below.

Age at onset of Total Disability	Maximum Period of Benefit
Under age 61	To age 65
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 and over	1 year

[Benefits for Total Disability shall only be paid until the Covered Employee attains age 65.]

10.5 Cost of Living Supplements

[Cost of living supplements are provided under the Policy and the maximum Cost of Living Multiple shall be:[1.060]]

[Cost of living supplements are not provided under the Policy.]

10.6 Total Disability - Own Occupation

From the start of a disability and for the next [2] years a Covered Employee can be considered Totally Disabled if, due to bodily injury or sickness, they are unable to perform, or can be expected to be unable to perform the duties of their occupation, business or employment for wage or profit

10.7 Survivor Benefits

[Survivor benefits are provided under the Policy.]

[Survivor benefits are not provided under the Policy.]

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

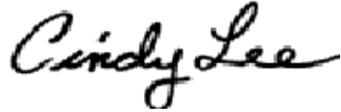
(hereafter called the "Company")

Group disability income insurance policy GDI-2010 between the Company and [ABC COMPANY] is hereby amended, effective as of [the Effective Date / July 1, 2010], by adding the following new Section 11 to this Policy:

SECTION 11 - AFFILIATES

- (a) For purposes of this Section an Affiliate is an entity designated by the Policy Holder as an affiliate of the Employer.
- (b) For purposes of this Policy and subject to clause (c) below, any employee of an Affiliate shall be considered an employee of the Employer.
- (c) The Policy Holder may at any time add or delete an Affiliate, specifying in a Notice to the Company the effective date of such addition or deletion. No coverage shall be available under this Policy for the employees of an Affiliate without prior notice to and the written consent of the Company.
- (d) The Company reserves the right to terminate this Policy with respect to an Affiliate upon 31 days notice. Such termination shall be effective as of the effective date stated in the notice and the provisions of Section 9 of this Policy shall apply to the employees of the Affiliate.
- (e) This Policy shall be terminated as to employees of entities that have been deleted as Affiliates. Such termination shall be deemed termination by election of the Policy Holder and shall be effective as of the effective date of the deletion of an entity as an Affiliate. The provisions of Section 9 of this Policy shall apply to such employees.

This amendment is executed at New York, New York.



Vice President

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MUTUAL OF AMERICA LIFE INSURANCE COMPANY

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(hereafter called the "Company")

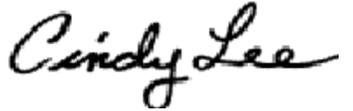
Group disability income insurance policy GDI-2010 between the Company and [XYZ Company] is hereby amended, effective as of [December 31, 2009], as follows:

1. [Subsection[s] 10.[x][, and 10.[y] of this Policy [is/are] deleted and replaced with the following:

10.[x] [Same exact wording as 10.[x] has in Policy ,except for different boxes checked or different amounts or other originally permitted variables inserted.]

10.[y] [Same exact wording as 10.[y] has in Policy ,except for different boxes checked or different amounts or other originally permitted variables inserted.]

This amendment is executed at New York, New York.


Vice President

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MUTUAL OF AMERICA LIFE INSURANCE COMPANY

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(hereafter called the "Company")

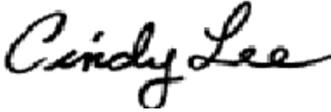
Group disability income certificate GDI-C-2010 issued in connection with group disability income insurance policy GDI-2010 between the Company and [ABC COMPANY] is hereby amended, effective as of [the Effective Date / July 1, 2010], as follows:

1. [Subsection[s] 10.[x][, and 10.[y] of this Certificate [is/are] deleted and replaced with the following:

10.[x] [Same exact wording as 10.[x] has in Certificate ,except for different boxes checked or different amounts or other originally permitted variables inserted.]

10.[y] [Same exact wording as 10.[y] has in Certificate ,except for different boxes checked or different amounts or other originally permitted variables inserted.]

This amendment is executed at New York, New York.



Vice President

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MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[320 PARK AVENUE NEW YORK NY 10022 • 212 224 1600]

(hereafter called the "Company")

APPLICATION for GROUP LIFE/GROUP DISABILITY INSURANCE

Name of Applicant: [ABC Corp.]

Address: [123 ABC Street]

[Any town] [Any State] [01234]
City State Zip Code

Employer Identification Number: [987654321]

Telephone Number: [123-456-7890]

Application is hereby made for the following group insurance policies underwritten by the Company:

Group Life Insurance

Group Disability Insurance

It is understood that any group insurance policy applied for will become effective on the date stated in the policy.

This application is signed at [Any town] [Any State] on [January 1, 2010].
City, State Month, Day Year

Applicant: [ABC Corp.]

By: [John Doe]

Title: [VP Human Resources]

SERFF Tracking Number: MALI-126906905 State: Arkansas
 Filing Company: Mutual of America Life Insurance Company State Tracking Number: 47339
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: GDI-2010
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	11/23/2010
Comments:		
Attachment: Certification of Readability - GDI-2010 - AR.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application	Approved-Closed	11/23/2010
Bypass Reason: The Company is filing a new application with this product in this current filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Name Change Amendment	Approved-Closed	11/23/2010
Comments:		
Attachment: NAMECHANGE-2006 - Generic.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability - GDI-2010	Approved-Closed	11/23/2010
Comments:		
Attachment: Statement of Variability - GDI-2010.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability - GDI-C-2010	Approved-Closed	11/23/2010
Comments:		

SERFF Tracking Number: MALI-126906905 State: Arkansas
 Filing Company: Mutual of America Life Insurance Company State Tracking Number: 47339
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: GDI-2010
 Project Name/Number: /

Attachment:

Statement of Variability - GDI-C-2010.pdf

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability - GDI-2010-A1	Approved-Closed	11/23/2010

Comments:

Attachment:

Statement of Variability - GDI-2010-A1.pdf

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability - GDI-2010-CHANGE	Approved-Closed	11/23/2010

Comments:

Attachment:

Statement of Variability - GDI-2010-CHANGE.pdf

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability - GDI-C-2010-CHANGE	Approved-Closed	11/23/2010

Comments:

Attachment:

Statement of Variability - GDI-C-2010-CHANGE.pdf

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability - GI-APP-2010	Approved-Closed	11/23/2010

Comments:

Attachment:

Statement of Variability - GI-APP-2010.pdf

SERFF Tracking Number: MALI-126906905 State: Arkansas
Filing Company: Mutual of America Life Insurance Company State Tracking Number: 47339
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: GDI-2010
Project Name/Number: /

Item Status: Approved-Closed
Status Date: 11/23/2010
Satisfied - Item: Actuarial Memorandum - GDI-2010
Comments:
Attachments:
Actuarial Memorandum - GDI-2010 - part 1.pdf
Actuarial Memorandum - GDI-2010 part 2.pdf

Item Status: Approved-Closed
Status Date: 11/23/2010
Satisfied - Item: Cover Letter - GDI-2010 - AR
Comments:
Attachment:
Cover Letter - GDI-2010 - AR.pdf

MUTUAL OF AMERICA

320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

CERTIFICATION

This is to certify that the attached form(s) as described below has (have) achieved a Flesch Reading Ease Score as noted for the form(s) below and complies with the requirements of Ark. Stat. Ann. S66-3251 through S66-3258, cited as the Life and Disability Insurance Policy Simplification Act.

Form No.	Form Description	Flesch Score	How Scored
GDI-C-2010	Certificate	59.593	Entire Form
GDI-C-2010-CHANGE	Certificate Amendment	64.912	Entire Form

DATE: 11/15/2010

Robert Thode
Manager
State Compliance & Government Regulations

0751 a--5

ARKANSAS

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600

(hereafter called the "Company")

Name Change Amendment

[Group annuity contract/Guaranteed interest contract/Funding agreement contract/Group life policy/Group disability policy] [form number of contract/policy] between the Company and [ABC Company] is hereby amended, effective as of [January 1, 2006], as follows:

The name of the [Contract Holder/Policy Holder/Employer/Plan/Plan Sponsor] is changed to [XYZ Corporation].

This amendment is executed at New York, New York.



Vice President

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320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

**MEMORANDUM OF VARIABLE MATERIAL (10/15/2010)
FOR GDI-2010**

The following comments describe the nature and scope of the illustrative and variable material in the form and are numbered to correspond to the numbers that have been placed adjacent to the bracketed material in the attached copy.

1. On the face page of the policy and in the definition of Home Office (page 5), the Company's address (and telephone number on the face page) are bracketed to permit any changes that may occur to this information in future new issues of the policy.
2. On the face page of the policy, the John Doe information is bracketed to reflect client-specific information for each policy.
3. On the face page of the policy, the names/titles of the officers of the Company are bracketed, to allow for any changes in this information at the time the policy is issued. In the event the title or name of an officer signing the policy form changes, any new title or name utilized will be the title or name of an officer of the Company.
4. In subsection 10.1 Eligible Classes of Employees (page 13), the eligible classes of employees are bracketed to reflect the client's preference for eligibility. Only one of the four bracketed items will appear in a policy.
5. In subsection 10.1 Eligible Classes of Employees (page 13), the hours per week within each eligible class are bracketed to reflect the client's specifications for minimum hours worked. In no event will this value be less than 15 hours or more than 40 hours.
6. In subsection 10.1 Eligible Classes of Employees (page 13), the types of classes are bracketed to reflect the client's preference pertaining to classes excluded from eligibility. The reference to Class 2 is bracketed to allow for multiple classes (e.g. Class 2, Class 3, etc.). The reference to Class 2 will be deleted if the client chooses only to exclude one class.
7. In subsection 10.2(a) Age Limits (page 13), the maximum ages are bracketed to reflect the client's preference pertaining to the maximum age of an employee for initial eligibility for insurance. The range will be no less than 60 or greater than 70. If the client's preference is

not to include a maximum age limit then the statement “There is no maximum age for eligibility” will appear. Only one of the two bracketed items will appear in a policy.

8. In subsection 10.2(b) Age Limits (page 13), the termination of the Covered Employee’s coverage is bracketed to reflect the client’s preference. Only one of the two bracketed items will appear in a policy.
9. In subsection 10.3 Service Requirements (page 13 - 14), the amount of service required for coverage to commence, for both subsection 10.3(a) and (b) are bracketed to reflect the client’s preferences. If a client were to choose a period of time as a service requirement then in no event will the value be less than one month or greater than 12 months. In each sub item of this subsection, only one of the two bracketed items will appear in a policy.
10. In subsection 10.4 Prior Employment (page 14), the choices of prior employment service being considered employment with the Employer are bracketed to reflect the client’s preference. Only one of the three bracketed items will appear in a policy.
11. In subsection 10.4 Prior Employment (page 14), the time frame of prior employment necessary for the employment to be considered as employment with the Employer is bracketed to reflect the client’s preference. In no event will this value be less than 3 months or greater than 36 months.
12. In subsection 10.4 Prior Employment (page 14), the name of the prior employer is bracketed to reflect the client’s preference as to the entity for which an employee’s prior employment is considered employment with the employer.
13. In subsection 10.5 Waiting Period (page 14), the days Total Disability existed prior to the commencement of Total Disability Benefits are bracketed to reflect the client’s preference. The Waiting Period will be either 90 or 180 days for a policy.
14. In subsection 10.6 Monthly Benefit (page 14), the formulas for the amount of the monthly benefit is bracketed to reflect the client’s preference. Only one of the two benefits options bracketed will appear in a policy.
15. In the first option of subsection 10.6 Monthly Benefit (page 14), the value of the percent used in the monthly benefit formula is bracketed to reflect the client’s preference. In no event will the percentage value in the formula in (a) be less than 25% or greater than 75%, and in no event will the percentage value in the formula in (b) be less than 25% or greater than 50%.
16. In the first option of subsection 10.6 Monthly Benefit (page 14), the break point of regular compensation used in the monthly benefit formula is bracketed to reflect the client’s preference. In no event will the value be less than \$10,000 or greater than \$100,000.
17. In the second option of subsection 10.6 Monthly Benefit (page 14), the value of the percent used in the monthly benefit formula is bracketed to reflect the client preference. In no event will the percentage value in the formula be less than 25% or greater than 75%.
18. In subsection 10.6 Monthly Benefit (page 14), the values are bracketed to reflect the client’s preference. The amount of the minimum monthly benefit shall be no less than \$50 or greater than \$200 and the maximum monthly benefit will be no less than \$1,000 or greater than \$20,000.

19. In subsection 10.7 Maximum Period of Benefits (page 14), the options are bracketed to reflect the client's preference. Only one of the two bracketed items will appear in a policy.
20. In subsection 10.8 Cost of Living Supplements (page 14), the options are bracketed to reflect the client's preference. Only one of the two bracketed items will appear in a policy.
21. In subsection 10.8 Cost of Living Supplements (page 14), the Cost of Living Multiple is bracketed to reflect the client's preference. In no event will the Cost of Living Multiple be less than 1.010 nor greater than 1.060.
22. In subsection 10.9 Total Disability – Own Occupation (page 14), the years are bracketed to reflect the client's preference. In no event will the years be less than 2 or greater than 5.
23. In subsection 10.10 Survivor Benefits (page 15), the options are bracketed to reflect the client preference. Only one of the two bracketed items will appear in a policy.
24. In subsection 10.11 Prior Coverage (page 15), the options are bracketed to reflect whether the Employer did or did not have a group disability income insurance policy inforce immediately preceding the Effective Date of a policy. Only one of the two bracketed items will appear in a policy.
25. In subsection 10.12 Plan Administrator (page 15), the plan administrator is bracketed to reflect who the plan administrator will be: the Employer or, if not, a plan administrator of the client's preference.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

1 [320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

GROUP DISABILITY INCOME INSURANCE POLICY

Between

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
(Hereafter called the "Company")

And

[ABC COMPANY]
(Hereafter called the "Policy Holder")

EFFECTIVE DATE: [August 27, 2010]

DATE OF ISSUE: [September 3, 2010] 2

EMPLOYER: [XYZ Company]

EMPLOYER NUMBER: [456321]

This Policy is issued in consideration of the application for this Policy and the payment to the Company of the first premium due hereunder. The Company agrees to pay the benefits provided under this Policy, subject to its terms and conditions.

This Policy is executed by the Company at its Home Office in New York, New York on the Date of Issue and shall take effect as of the Effective Date.

Cindy Lee
Vice President

3

Thomas J. Moran
Chairman, President and Chief Executive Officer

THIS IS A PARTICIPATING CONTRACT.

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Table of Contents

SECTION 1 - DEFINITIONS..... 5

 1.1 Actively at Work..... 5

 1.2 Business Day..... 5

 1.3 Covered Employee..... 5

 1.4 Date of Issue..... 5

 1.5 Effective Date..... 5

 1.6 Employer..... 5

 1.7 Full-time Employee..... 5

 1.8 Grace Period..... 5

 1.9 Home Office..... 5

 1.10 Notice..... 5

 1.11 Policy..... 5

 1.12 Policy Holder..... 5

 1.13 Pre-existing Condition..... 5

 1.14 Regular Compensation..... 5

 1.15 Rehabilitative Employment..... 6

 1.16 Total Disability or Totally Disabled..... 6

 1.17 United States Bank..... 6

SECTION 2 - PREMIUMS..... 6

 2.1 Premiums..... 6

 2.2 Grace Period..... 6

 2.3 Premium Rates..... 6

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE..... 6

 3.1 Eligibility..... 6

 3.2 Effective Date of Coverage..... 6

 3.3 Changes in Regular Compensation..... 7

SECTION 4 - BENEFITS..... 7

 4.1 Monthly Disability Income Benefit..... 7

 4.2 Successive Periods of Total Disability..... 7

 4.3 Reduction of the Monthly Disability Income Benefit..... 7

 4.4 Waiver of Premium..... 8

 4.5 Pre-Existing Condition..... 8

 4.6 Monthly Rehabilitative Employment Benefit..... 8

 4.7 Exclusions..... 8

 4.8 Survivor Benefit..... 9

SECTION 5 - COST OF LIVING SUPPLEMENT..... 9

SECTION 6 - CLAIMS..... 9

 6.1 Notice of Claim..... 9

 6.2 Proof of Loss..... 9

 6.3 Physical Examinations..... 10

 6.4 Review of Claim..... 10

 6.5 Appeal of Denial..... 10

SECTION 7 - PAYMENT OF BENEFITS..... 10

 7.1 Payment of Benefits..... 10

 7.2 Facility of Payment..... 10

SECTION 8 - GENERAL PROVISIONS..... 11

 8.1 Policy..... 11

 8.2 Legal Actions..... 11

 8.3 Misstatement of Age, Regular Compensation or Incorrect Calculation of Benefits..... 11

 8.4 Certificates..... 11

 8.5 Claims of Creditors..... 11

 8.6 Participating Policy..... 11

 8.7 Dividends..... 11

 8.8 Incontestability..... 11

 8.9 Information, Reports and Determinations..... 11

 8.10 Non-Assignment of Policy..... 12

 8.11 Non-Waiver..... 12

 8.12 Notices..... 12

8.13 Payment of Benefits.....	12
8.14 Right to Amend Policy.....	12
8.15 Fiduciary.....	12
8.16 Severability of Provisions.....	12
SECTION 9 - TERMINATION.....	12
9.1 Termination of Coverage for a Covered Employee.....	12
9.2 Termination by the Policy Holder.....	13
9.3 Termination by the Company.....	13
9.4 Effect of Termination.....	13
SECTION 10 - SPECIFICATIONS.....	13
10.1 Eligible Classes of Employees:.....	13
10.2 Age Limits.....	13
10.3 Service Requirements:.....	13
10.4 Prior Employment.....	13
10.5 Waiting Period.....	13
10.6 Monthly Benefit.....	14
10.7 Maximum Period of Benefits.....	14
10.8 Cost of Living Supplements.....	14
10.9 Total Disability - Own Occupation.....	14
10.10 Survivor Benefits.....	14
10.11 Prior Coverage.....	14
10.12 Plan Administrator.....	14

SECTION 1 - DEFINITIONS

The following terms as used in this Policy shall have the meaning defined unless a different meaning is required by the context. Words in the singular form as used in this Policy shall be construed as though they were also used in the plural form in all cases where they would so apply and vice versa.

1.1 Actively at Work

The employee is in the active employment of the Employer and is not prevented from reporting to work or performing the duties of the employee's occupation because of any: (a) sickness, disability or hospitalization; (b) temporary leave of absence or layoff; or (c) any other temporary cessation of employment.

1.2 Business Day

Any day on which the Company is open for business. The Business Day shall end at 5:00 p.m. Eastern Time.

1.3 Covered Employee

An employee of the Employer who has met the eligibility requirements stated in subsection 10.1 of this Policy and for whom insurance is being provided under this Policy.

1.4 Date of Issue

The date shown as the Date of Issue on the face page of this Policy.

1.5 Effective Date

The date shown as the Effective Date on the face page of this Policy. This Policy becomes effective at 12:01 A.M. on the Effective Date.

1.6 Employer

The entity named as the Employer on the face page of this Policy.

1.7 Full-time Employee

An employee of the Employer who is expected to be in the employ of the Employer for 52 weeks on an annual basis and is not a seasonal or temporary employee.

1.8 Grace Period

A period of 31 days after the due date of a premium.

1

1.9 Home Office

The Company's office at [320 Park Avenue, New York, NY 10022], or such other location as the Company may announce by advance written notification.

1.10 Notice

Any communication to the Company with respect to this Policy, regardless of how referred to in this Policy, including, but not limited to requests for benefits, appeals of denied benefits or information.

1.11 Policy

This group disability income insurance policy and the application for it, which is attached to and made part of this policy, together with any amendments to this policy that may be made from time to time.

1.12 Policy Holder

The entity named as the Policy Holder on the face page of this Policy.

1.13 Pre-existing Condition

Any injury or sickness for which the Covered Employee incurred expenses, received medical treatment, care or services, including diagnostic measures, took prescribed drugs or medicine within the 12-month period immediately before the employee become a Covered Employee.

1.14 Regular Compensation

A Covered Employee's annual rate of compensation as of the first day of a month that the Covered Employee ceases to be Actively at Work due to Total Disability, excluding overtime, bonuses and special compensation. For Covered Employees receiving hourly wages, annual rate of compensation is determined based on multiplying the Covered Employee's hourly rate of compensation by the number of hours that make up a standard work week for that Covered Employee. In no event shall this amount be more than 120% of the Covered Employee's Regular Compensation one year before the onset of the current period of Total Disability or if there is no

Regular Compensation in effect one year before the start of the current period of Total Disability, the earliest recorded Regular Compensation within the one-year period.

1.15 Rehabilitative Employment

Employment designed to train the Covered Employee to perform the duties of an occupation, business or employment intended to begin upon the completion or cessation of such training.

1.16 Total Disability or Totally Disabled

The inability of a Covered Employee due to bodily injury or sickness to perform (a) from the start of such disability and for the number of years of Total Disability indicated in subsection 10.9 of this Policy, the duties of the Covered Employee's occupation, business or employment for wage or profit; and (b) thereafter the duties of any occupation, business or employment for remuneration or profit for which the Covered Employee is reasonably qualified by reason of education, training or experience.

1.17 United States Bank

A bank or trust company that:

- (a) is organized and existing, or in the case of a branch or agency office of a foreign banking organization is licensed, under the laws of the United States or any state thereof, and
- (b) is not a foreign branch office of a bank or trust company organized and existing in the United States.

SECTION 2 - PREMIUMS

2.1 Premiums

The premium is the amount that must be paid to the Company to place and keep this Policy in force. This Policy is a non contributory policy. All premiums due under the Policy shall be paid by the Policy Holder.

On and after the Effective Date the Policy Holder shall remit to the Company premiums for this Policy on each premium due date for all Covered Employees for whom coverage under this Policy is provided.

All premiums pursuant to this Policy must be remitted in United States funds drawn on a United States Bank. Such funds may be remitted via check, wire transfer, electronic fund transfer or other means, in each case as specified by the Company.

2.2 Grace Period

During the Grace Period this Policy shall remain in force. Failure to pay the premium due before the end of the Grace Period shall cause this Policy to terminate at the end of such Grace Period.

2.3 Premium Rates

The Company reserves the right to change the scheduled premium rates for this Policy on the first anniversary of the Effective Date and at any time thereafter, provided however that the Company shall (a) provide the Policy Holder with 60 days advance notice of any change and (b) not change the rates more than once in any 12 month period.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

3.1 Eligibility

The classes of employees eligible for insurance under this Policy are stated in subsection 10.1 of this Policy. Each employee entering an eligible class after the Effective Date of this Policy shall become eligible for insurance after completion of the service requirements stated in subsection 10.3 of this Policy and completion of an enrollment form provided by the Company. However, no employee shall be eligible to become a Covered Employee after attaining the maximum age stated in subsection 10.2 (a) of this Policy.

The service requirements shall be waived for any employee in a class eligible for insurance under this Policy who was insured under a prior group disability income insurance policy with the Employer if the Effective Date of this Policy immediately follows the last day of coverage under such prior policy and the employee is Actively at Work on the Effective Date of this Policy.

If a Covered Employee's coverage under this Policy terminates due to termination of employment or upon no longer being in an eligible class, such employee shall again become eligible for such insurance when the employee becomes reemployed by the Employer or reenters an eligible class.

3.2 Effective Date of Coverage

An employee shall become a Covered Employee on the first day of the month following the date the employee meets all of the eligibility requirements set out in subsection 3.1 of this Policy, provided however that if an employee is not Actively at Work on such

date the employee shall not become a Covered Employee until the first of the month following completion of 18 days of being Actively at Work.

3.3 Changes in Regular Compensation

For purposes of this Policy, a change in salary or in the eligible class to which the Covered Employee belongs shall become effective on the first day of the month following the date of such change. If, however, an employee is not Actively at Work on such date any increase in insurance shall not become effective until the first of the month following completion of 18 days of being Actively at Work.

SECTION 4 - BENEFITS

4.1 Monthly Disability Income Benefit

If a Covered Employee becomes Totally Disabled, the Company shall pay a monthly disability income benefit to the Covered Employee in an amount determined in accordance with subsection 10.6 of this Policy. The monthly disability income benefit shall begin after the waiting period stated in subsection 10.5 of this Policy and continue during the period that the Covered Employee continues to be Totally Disabled. In no event, however, shall payments be made for any period of Total Disability beyond the maximum benefit period stated in subsection 10.7 of this Policy.

4.2 Successive Periods of Total Disability

Benefits under this Policy shall be paid without a new waiting period of the duration stated in subsection 10.5 of this Policy for separate periods of Total Disability provided: (a) the periods of Total Disability are not separated by a period of more than 180 days; and (b) Total Disability occurs from the same or related causes.

4.3 Reduction of the Monthly Disability Income Benefit

- (a) The Company shall reduce the monthly disability income benefit by the amount of benefits paid to the Covered Employee under any or all of the following for the same or related disability condition for which a benefit is payable under this Policy:
 - (i) any disability income benefits payable under the Worker's Compensation or any disability income benefits required or provided by any similar laws; and
 - (ii) any benefits payable under the Social Security Act of 1935 or Federal Railroad Retirement Act, as amended, including all primary and family benefits; or in lieu of such amount, the estimated amount of such benefits as determined by the Company; and
 - (iii) any disability income benefits payable to the Covered Employee under any plan or program of the Employer.
- (b) The amount in (a)(i) above shall include any amounts of lump-sum loss of time benefits paid to the Covered Employee as payment in a Worker's Compensation, or any similar laws, settlement, including any out-of-court settlement. If the settlement does not specify the amount paid as loss-of-time benefits, then the Company shall estimate the amount which would be loss-of-time benefits. Such amount shall be:
 - (i) a percentage of the settlement amount based on the Covered Employee's Regular Compensation at the time Total Disability began; and
 - (ii) prorated to cover the period for which settlement was made.

If as a result of any successful third-party suit or settlement the Covered Employee is required to repay any benefits paid to the Covered Employee by Worker's Compensation or any similar laws, the Company shall not be required to increase any benefits already paid.

- (c) Benefits shall not be reduced by any amount under(a)(ii) above if the Covered Employee:
 - (i) was not eligible for such benefits due to lack of sufficient quarters for coverage; or
 - (ii) applied within 12 months of the start of Total Disability for Social Security benefits and the benefits applied for were denied initially and after appeal to an administrative law judge.

If the Covered Employee's initial application for Social Security benefits is denied, the Covered Employee must furnish the Company with proof of the initial denial and must appeal the initial denial to an administrative law judge. The Company shall reduce benefits by any amount the Company determines as payable under (a)(ii) until a final decision of the appeal is received by the Company. The Company shall not adjust any benefits under this Policy retroactive to any date Social Security benefits become effective if the Covered Employee does not appeal the denied benefits to the administrative law judge within the time limits established by the Social Security Administration for such appeals.

- (d) The Company may require that the Covered Employee reapply for Social Security benefits if:
 - (i) the Covered Employee's original application for Social Security benefits was denied; and
 - (ii) any subsequent proof of Total Disability required pursuant to subsection 6.2 of this Policy indicated deterioration in the Covered Employee's health.

Within 90 days following such request by the Company to reapply for Social Security benefits, the Covered Employees must:

- (i) reapply for Social Security benefits; and
 - (ii) provide the Company with proof that the Covered Employee reapplied for Social Security benefits and that a decision is pending. Unless the Covered Employee complies with the preceding sentence, the Company shall upon the expiration of such 90-day period reduce benefits by any amount it determines as payable under (a)(ii) above until proof that the Covered Employee reapplied for such benefits is received by the Company.
- (e) The amount in (a)(iii) above shall not include:
- (i) any early retirement benefits provided under any annuity or pension plan; or
 - (ii) any disability income benefits provided under any plan of life insurance.
- (f) Benefits shall not be reduced by any increase in benefits under the Social Security, Federal Railroad Retirement Acts or Worker's Compensation law due to any change in the law or any cost-of-living adjustment which becomes effective after the date on which benefits for a period of Total Disability first became payable under this Policy.

4.4 Waiver of Premium

- (a) The Company shall waive any premiums falling due for a Covered Employee who is receiving benefits under this Policy as a result of being Totally Disabled.
- (b) If Total Disability or Rehabilitative Employment ceases and the Covered Employee continues to be eligible for insurance under this Policy, monthly premiums for such Covered Employee shall become due and payable starting with the first day of the month following the date Total Disability or Rehabilitative Employment ceased.

4.5 Pre-existing Condition

No benefits shall be paid for any Total Disability occurring within 12 months of the employee becoming a Covered Employee under this Policy that results from a Pre-existing Condition. With respect to this provision only, the time that the Covered Employee was covered under a prior group or blanket disability income insurance plan provided by the Employer, excluding Worker's Compensation or any disability income benefits required or provided by any similar laws, shall be credited under this Policy towards the 12 month period described in the first sentence of this provision if: (a) such coverage was continuous to a date not more than sixty days prior to the date the employee became a Covered Employee under this Policy, and (b) the previous coverage or level of benefits was substantially similar to the coverage or level of benefits provided under this Policy.

4.6 Monthly Rehabilitative Employment Benefit

If the Covered Employee is employed in Rehabilitative Employment the Company shall pay a monthly rehabilitative employee benefit in place of and not in addition to the monthly disability income benefit. The amount of the monthly rehabilitative employment benefit shall be equal to the amount of monthly disability income benefit payable under this Policy less 66 2/3% of the total monthly income received by the Covered Employee for such Rehabilitative Employment.

The rehabilitative employment benefit is payable only if: (a) the Covered Employee makes a request to the Company for this benefit before such Rehabilitative Employment begins; (b) the Company receives satisfactory proof that the Covered Employee is so employed; and (c) the Rehabilitative Employment immediately follows a period for which the monthly disability income benefit was payable.

The rehabilitative employment benefit shall become payable on the date the Covered Employee begins such Rehabilitative Employment. This benefit shall be paid for each month the Covered Employee is engaged in Rehabilitative Employment but only for a maximum of 24 months. In no event shall payments be made beyond the maximum benefit period stated in subsection 10.7 of this Policy. Proof that the Covered Employee continues to be so employed must be submitted to the Company every three months. Payment of this benefit shall cease upon failure to submit such proof.

4.7 Exclusions

- (a) No benefits shall be payable under this Policy for any Total Disability occurring as the result of: (i) attempted suicide or intentionally self-inflicted injury; (ii) declared or undeclared war, or any act of war; (iii) travel, flight or any activities in or from any kind of aircraft except as a fare paying passenger in an aircraft operated on a regular schedule by a common carrier for passenger service over an established air route; (iv) service in the armed forces of any country at war; (v) police duty as a member of any military or armed forces; (vi) committing or attempting to commit a felony; or (vii) drugs or alcohol.
- (b) No benefits shall be payable or continue to be paid under this Policy for any period of Total Disability after the earliest of:
- (i) The date on which the Covered Employee has received benefit payments for the maximum period stated in subsection 10.7 of this Policy, or
 - (ii) the Covered Employee's date of death
- (c) No benefits shall be payable or continue to be paid under this Policy for any period of Total Disability that the Covered Employee:
- (i) is not under the care and treatment of a duly licensed physician who is not the Covered Employee, or a member of the Covered Employee's immediate family, or
 - (ii) receives any wage, salary, fees or other payment during the period of Total Disability, excluding such payments for Rehabilitative Employment, or

- (iii) fails to provide written proof of Total Disability to the Company within 90 days of the date (1) that such Total Disability first occurs, or as soon as is reasonably possible, or (2) during a period of Total Disability, the Company requests written proof that such Total Disability continues, or
- (iv) refuses or fails to be examined, at the request of the Company and at its expense, by a licensed physician designated by the Company, or
- (v) refuses or fails to apply within 12 months of the start of Total Disability for Social Security benefits or refuses or fails to appeal an initial denial to an administrative law judge.

4.8 Survivor Benefit

If subsection 10.10 of this Policy indicates that a survivor benefit is provided for under this Policy, and:

- (a) a Covered Employee dies while receiving benefits for Total Disability, and
- (b) the Covered Employee has been receiving such benefit for at least six months, and
- (c) the Covered Employee has a surviving spouse or surviving children,

then the Company shall pay a lump sum benefit equal to three times the last month monthly disability income or monthly rehabilitative employment benefit, as paid in the month immediately preceding the Covered Employee's death, first to the surviving spouse or if there is no surviving spouse to the surviving children in equal shares.

SECTION 5 - COST OF LIVING SUPPLEMENT

If subsection 10.8 of this Policy indicates that cost of living supplements are to be provided under this Policy, then during the period that a benefit is payable to a Covered Employee under this Policy, such benefit shall be subject to adjustment as provided for in this Section of the Policy.

On each May 1 following the calendar year in which payments under a benefit first began to a Covered Employee under this Policy, the benefit then and thereafter payable with respect to the Covered Employee during the ensuing twelve month period shall be increased, where applicable, by a cost of living supplement determined as the product of (i) such benefit and (ii) the Cost of Living Adjustment Factor determined in accordance with the following paragraph, reduced by 1.000, provided however that the amount of any increase for any such benefit that began in the third or fourth quarter of the preceding calendar year shall be 66 2/3% or 33 1/3%, respectively, of the amount of increase otherwise determined.

The Cost of Living Adjustment Factor for any year shall be the ratio of (i) the Consumer Price Index for the December 31 preceding that year to (ii) the Consumer Price Index for the second preceding December 31, calculated to the nearest one-thousandth (.001), subject to the following limitations:

- (a) such factor shall not exceed the Cost of Living Multiple shown in subsection 10.8 of this Policy, and
- (b) where the procedure described above produces a factor of less than 1.010 for any year, the factor shall be 1.000. In such case, the determination of the factor in the next following year shall be based on the Consumer Price Index for the December 31 preceding the May 1st of the last year in which such factor was 1.010 or greater, rather than the Consumer Price Index for the second preceding December 31.

SECTION 6 - CLAIMS

6.1 Notice of Claim

A Notice of claim must be given to the Company within 20 days of the date Total Disability occurred or as soon thereafter as is reasonably possible. Such Notice should include the names of the Covered Employee, the Employer and the name, address and telephone number of the person filing the Notice.

The Company will provide forms for filing proof of Total Disability upon receipt of such Notice of claim. If forms are not sent to the claimant within 15 days following the date the Company receives notice of claim, the claimant will have met the proof of loss requirement by providing the Company with a written statement as to the nature and extent of loss.

6.2 Proof of Loss

Written proof of Total Disability, on forms provided by the Company, must be given to the Company within 90 days of the date such Total Disability first occurs or as soon as is reasonably possible. Such proof must indicate that Total Disability began while the individual was a Covered Employee under this Policy.

After a claim has been established and at reasonable times during the continuance of a claim, the Company may request written proof that Total Disability continues. Such proof shall be provided to the Company within 90 days of the request or as soon thereafter as is reasonably possible.

If written proof of Total Disability is not provided to the Company within the time periods required by this Section, the Company shall not be required to make or continue making any benefit payments for the Total Disability or waive or continue waiving any premiums.

All proofs required by this provision shall be at the Covered Employee's expense.

6.3 Physical Examinations

At reasonable times during the pendency of the claim, the Company shall have the right to request that the Covered Employee be examined by a physician designated by the Company and at the Company's expense. If the Covered Employee fails to appear for the examination requested pursuant to this clause, the Company shall not be required to make or continue making any benefit payments for the Total Disability or waive or continue waiving any premiums.

6.4 Review of Claim

The Company shall have 30 days after the Business Day on which it receives due proof of Total Disability to render a decision on the claim. In the event a claim is wholly or partially denied, such notice shall include: (a) the reasons for the denial; (b) the specific Policy provisions on which the denial was based; (c) any additional information necessary to perfect the claim; and (d) the procedures for requesting review by the Company of a denied claim.

If the claim is approved payment shall commence within 60 days of the later of (i) the receipt by the Company of due proof of Total Disability; or (ii) the expiration of the waiting period set forth in subsection 10.5 of this Policy.

6.5 Appeal of Denial

A claimant may request that the Company review a denied claim. Such request must be made by Notice to the Company within 60 days of such denial. The claimant shall have the right to review all related documents and send the Company written issues and comments regarding the denial. The Company shall render a written decision to the claimant within 45 days after the Business Day that the Company receives the appeal. The Company may, however, extend such period for an additional 45 days upon written notice to the claimant.

SECTION 7 - PAYMENT OF BENEFITS

7.1 Payment of Benefits

- (a) All payments of benefits for Total Disability shall be paid monthly, in arrears, to the Covered Employee during the continuance of Total Disability. If a period of Total Disability terminates for whatever reason prior to the end of a month, a payment for the last month shall be made on a pro-rata basis.
- (b) Any benefits payable under this Policy and unpaid at the death of the Covered Employee, shall be paid to the first surviving class of the following:
 - (i) to the Covered Employee's surviving spouse; or
 - (ii) to the Covered Employee's surviving children in equal shares; or
 - (iii) to the Covered Employee's surviving parents in equal shares; or
 - (iv) to the Covered Employee's surviving brothers and sisters in equal shares; or
 - (v) to the executor or administrator of the Covered Employee's estate.

7.2 Facility of Payment

Upon the receipt by the Company of evidence satisfactory to it that a guardian or other legal representative of any person entitled to receive benefits under this Policy has been appointed, the Company shall pay benefits to the legal guardian or legal representative of such payee.

The Company may, at its option, make payments due to a person entitled to receive any payment pursuant to this Policy to any individual or institution that in the opinion of the Company is then caring for or supporting such person, provided that:

- (a) the Company receives evidence satisfactory to it that such person is
 - (i) physically not capable of giving valid receipt for such payment, or
 - (ii) mentally not competent or not able to give a valid receipt for such payment, or
 - (iii) a minor, and
- (b) the Company has not received evidence satisfactory to it that a guardian or other legal representative of the estate of such person has been appointed.

Payment under this provision of this Policy shall completely discharge the Company from all obligations and liabilities with respect to the payment made.

SECTION 8 - GENERAL PROVISIONS

8.1 Policy

This Policy constitutes the entire Policy between the Company and the Policy Holder and is issued in consideration of the application and the payment of the premiums due hereunder.

All statements in the application for this Policy are representations and not warranties. No statement made by any person insured shall be used by the Company in any contest unless a copy of the instrument containing the statement, signed by such person, is or has been furnished to the person or, in the event of the death or incapacity of the person, to their Beneficiary or personal representative.

This Policy may not be modified as to the Company nor may the Company's rights or requirements be waived, except in writing and by a duly authorized officer of the Company. No change shall affect any benefits which became payable prior to the effective date of such change.

No benefits provided under this Policy shall be less than those required by the state where this Policy is delivered.

8.2 Legal Actions

No lawsuit may be brought to recover benefits within 60 days after any Notice or proof of Total Disability has been given to the Company as required under the terms of this Policy. No suit may be brought after three years from the time Notice or proof of Total Disability is required to be given to the Company under the terms of this Policy.

8.3 Misstatement of Age, Regular Compensation or Incorrect Calculation of Benefits

If the age or Regular Compensation of any Covered Employee has been misstated, or the benefit has been incorrectly calculated (including but not limited to reductions pursuant to subsection 4.3 of this Policy), the benefit shall not be invalidated, but the amount of premium and/or benefit shall be adjusted to the proper amount as determined on the basis of the correct age, Regular Compensation and/or correct calculation.

The amount of any underpayments by the Company due to any such misstatement shall be paid in full with the next payment due with respect to the payee under this Policy. The amount of any overpayments by the Company due to any such misstatement shall be deducted to the extent possible from the payments thereafter falling due with respect to the payee under this Policy.

8.4 Certificates

Each Covered Employee shall be provided with an individual certificate setting forth a summary of the provisions under this Policy as they relate to the Covered Employee.

8.5 Claims of Creditors

To the extent permitted by law, no payment by the Company under this Policy shall be subject to: (a) the claims of any creditors; (b) alienation; (c) attachment; (d) garnishment; (e) levy (other than a Federal tax levy in accordance with Section 6331 of the Code); (f) execution; or (g) other legal process. Also, no payment shall be subject to any legal process to enforce any such claim.

8.6 Participating Policy

This is a participating policy. Each year the Company shall determine the amount of divisible surplus, if any, to be apportioned to this Policy. The amount of any such divisible surplus shall be credited to this Policy as dividends, provided this Policy is in force on the date such dividends are to be paid.

8.7 Dividends

The Policy Holder may at any time elect to apply dividends under one of the following options:

- (a) Cash - Dividends shall be paid in cash.
- (b) Premium Reduction - Dividends shall be used toward payment of a premium due.

If no option has been elected, option (b) shall be effective.

8.8 Incontestability

Except for non-payment of premium, the Company will not contest the validity of (a) this Policy after it has been in force for two years from its Effective Date, or (b) the Covered Employee's insurance after it has been in force for two years. This provision shall not preclude the assertion at any time of defenses based upon provisions of this Policy that relate to eligibility for coverage.

8.9 Information, Reports and Determinations

The Employer shall furnish the Company with such facts and information as the Company may require for the operation of this Policy, including, upon request, the original or a photocopy of any pertinent records kept by the Employer. By use of electronic

media, such as a computer terminal, personal computer or other electronic device located at the Employer's place of business, the Employer shall: (a) communicate such facts and information to the Company, directly to the Company's computer records; (b) have access to the electronic data stored in the Company's computer records with respect to this Policy; and (c) be able to perform certain functions by adding to, amending or changing such electronic data to accurately reflect information in the Employer's control with respect to this Policy; all subject to the Company's established rules and requirements with respect to accessing the Company's computer records.

Any determination that the Employer is to make under this Policy, shall be made pursuant to the terms of this Policy and shall be reported by the Employer to the Company. Such determination shall be conclusive for the purpose of this Policy. The Company shall be fully protected in relying on the reports and other information furnished by the Employer and need not inquire as to the accuracy or completeness of such reports and information.

8.10 Non-Assignment of Policy

No assignment of this Policy, and no transfer of any rights conferred hereunder, shall be permitted.

8.11 Non-Waiver

The Company's rights under this Policy shall not be waived, reduced or denied due to its failure to perform or insist upon the strict performance of any provision or condition of this Policy. Any waiver of a provision or condition by the Company in a particular instance or situation, whether or not at the request of the Policy Holder or Covered Employee, shall not operate as a blanket waiver for future instances or situations even if under the same or similar circumstances.

8.12 Notices

All Notices must be in writing and delivered to the Home Office by United States mail, unless the Company specifies another manner or place for delivery of a Notice. Such Notices must be in a form satisfactory to the Company. The Policy Holder, the Covered Employee, or any entity providing a Notice under this Policy, must furnish the Company with any facts and information that may be required by the Company to act on such Notice. The Company shall not be required to act upon any Notice that does not meet these requirements. Receipt of such Notice shall be deemed to take place on the Business Day such Notice is received by the Company at its Home Office. The Company shall be fully protected in relying upon the information furnished in a Notice, even if the Company does not inquire as to the accuracy or completeness of such information.

The Company shall not be liable for any payment made or action taken prior to receipt of any Notice at the Home Office.

8.13 Payment of Benefits

- (a) The Company shall make payments under this Policy by check made payable to the payee and mailed directly to the payee at the last known address shown for such payee in the Company's records. At the request of the payee, and with the agreement of the Company, payment may be made by electronic fund transfer.
- (b) In addition to any other remedies provided by law, any payments made by the Company that are determined by the Company to be in excess of those provided by the provisions of this Policy shall be deducted to the extent possible from the payments thereafter falling due under this Policy. The amount of any overpayments shall be calculated with interest at the rate of 5% per year.

8.14 Right to Amend Policy

The Company may change this Policy at any time by amendment or by replacement with another group disability income insurance policy upon at least 60 days advance written notification to the Policy Holder without the consent of the Policy Holder, of any Covered Employee, or of any other person who is or may become entitled to benefits under this Policy, provided that such change shall not affect the amount or terms of benefits that became payable hereunder before such change.

8.15 Fiduciary

The Named Fiduciary, as described in Section 402 of the Employee Retirement Income Security Act of 1974, will be the Plan Administrator. The Named Fiduciary may designate a fiduciary under this Policy who may: (a) allocate specific responsibilities to designated persons, and (b) employ one or more persons to render advice with regard to any fiduciary responsibility.

8.16 Severability of Provisions

If any provision under this Policy is determined to be invalid, the remainder of the provisions shall remain in full force and effect.

SECTION 9 - TERMINATION

9.1 Termination of Coverage for a Covered Employee

- (a) A Covered Employee's coverage under this Policy will automatically terminate on the earliest of any of the following to occur:
 - (i) the date coverage terminates as indicated in subsection 10.2 (b) of this Policy; or

- (ii) upon termination of the Covered Employee's employment with the Employer; or
- (iii) the date the Covered Employee ceases to be Actively at Work due to any non-medical reason, or
- (iv) upon the Covered Employee no longer being in an eligible class of employees under this Policy; or
- (v) upon the Policy Holder's failure to pay any premium due for the Covered Employee's insurance before the end of the Grace Period; or
- (vi) upon termination of this Policy.

9.2 Termination by the Policy Holder

The Policy Holder may terminate this Policy by Notice. The date of termination shall be the last day of the calendar month in which such Notice is received by the Company.

9.3 Termination by the Company

The Company may terminate this Policy in its entirety, upon 31 days advance written notice to the Policy Holder.

9.4 Effect of Termination

Upon termination of this Policy, the Company shall be relieved of all further liability except with respect to any event triggering a claim or benefits that had commenced under this Policy that occurred on or before the date of termination.

SECTION 10 - SPECIFICATIONS

10.1 Eligible Classes of Employees:

5

[All employees regularly working at least [40] hours per week.]

4

[All Full-time Employees regularly working at least [40] hours per week.]

[All Full-time Employees regularly working at least [40] hours per week, except any person employed in the following categories:

- i. Class 1: [Union Worker]
- [ii. Class 2: [Salesman]]

[All employees regularly working at least [40] hours per week, except any person employed in the following categories:

- i. Class 1: [Manager]
- [ii. Class 2: [Seasonal]]

6

7

10.2 Age Limits

(a) Maximum age at which an employee is eligible for insurance: [60] / [There is no maximum age for eligibility].

(b) Coverage for a Covered Employee shall terminate on the first of the month following: [Age 65] / [No age limit].

8

10.3 Service Requirements:

(a) For employees in the employ of the Employer on the Effective Date of this Policy:

9

[There is no service requirement.] / [[12] months of service.]

(b) For employees entering an eligible class after the Effective Date of this Policy:

[There is no service requirement.] / [[12] months of service.]

10.4 Prior Employment

For the purpose of meeting the service requirement in subsection 10.3 of this Policy, shall employment prior to the employee's date of employment with this Employer be considered employment with this Employer?

10

[Yes, if employed by a not for profit organization within [12] months prior to the employee's date of employment with the Employer.]

12

11

[Yes, if employed with [XYZ Agency] within [3] months prior to the employee's date of employment with the Employer.]

[No]

13

10.5 Waiting Period

Benefits begin after Total Disability has existed for [180] days.

10.6 Monthly Benefit

15

15

16

The amount of monthly disability income benefit shall be [One-twelfth of the sum of: (a) [60]% of the first \$[50,000] of Regular Compensation; and (b) [40]% of any Regular Compensation in excess of \$[50,000].]

14

[One-twelfth of [60]% of Regular Compensation.]

17

The minimum monthly disability income benefit shall be: \$[50] and the maximum monthly disability income benefit shall be \$[5,000].

18

10.7 Maximum Period of Benefits

Based on the Covered Employee's age at the onset of Total Disability, benefits shall only be paid for the maximum period indicated in the table below.

19

Age at onset of Total Disability	Maximum Period of Benefit
Under age 61	To age 65
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 and over	1 year

[Benefits for Total Disability shall only be paid until the Covered Employee attains age 65.]

10.8 Cost of Living Supplements

21

20

[Cost of living supplements are provided under this Policy and the maximum Cost of Living Multiple shall be: [1.060]
[Cost of living supplements are not provided under this Policy.]

10.9 Total Disability - Own Occupation

22

From the start of a disability and for the next [2] years a Covered Employee can be considered Totally Disabled if, due to bodily injury or sickness, they are unable to perform, or can be expected to be unable to perform, the duties of their occupation, business or employment for wage or profit.

10.10 Survivor Benefits

23

[Survivor benefits are provided under this Policy.]
[Survivor benefits are not provided under this Policy.]

10.11 Prior Coverage

24

[The Employer did have a group disability income insurance policy in force covering its employees immediately preceding the Effective Date of this policy.]
[The Employer did not have a group disability income insurance policy in force covering its employees immediately preceding the Effective Date of this policy.]

10.12 Plan Administrator

25

[The Employer] / [The Trustee for XYZ]

320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

**MEMORANDUM OF VARIABLE MATERIAL (10/15/2010)
FOR GDI-C-2010**

The following comments describe the nature and scope of the illustrative and variable material in the form and are numbered to correspond to the numbers that have been placed adjacent to the bracketed material in the attached copy.

1. On the face page of the certificate and in the definition of Home Office (page 5), the Company's address (and telephone number on the face page) are bracketed to permit any changes that may occur to this information in future new issues of the certificate.
2. On the face page of the certificate, the John Doe information is bracketed to reflect client-specific information for each certificate.
3. On the face page of the certificate, the name/title of the officer of the Company are bracketed, to allow for any changes in this information at the time the certificate is issued. In the event the title or name of an officer signing the certificate form changes, any new title or name utilized will be the title or name of an officer of the Company.
4. In subsection 10.1(a) Age Limits (page 12), the maximum ages are bracketed to reflect the client's preference pertaining to the maximum age of an employee for initial eligibility for insurance. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. The range will be no less than 60 or greater than 70. If the client's preference is not to include a maximum age limit then the statement "There is no maximum age for eligibility" will appear in a certificate.
5. In subsection 10.1(b) Age Limits (page 12), the termination of the Covered Employee's coverage is bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. Only one of the two bracketed items will appear in a certificate.
6. In subsection 10.2 Waiting Period (page 12), the days Total Disability existed prior to the commencement of Total Disability Benefits are bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. The Waiting Period will be either 90 or 180 days for a certificate.
7. In subsection 10.3 Monthly Benefit (page 12), the formulas for the amount of the monthly benefit is bracketed to reflect the client's preference. This specification, including the

bracketed items, will mirror a similar specification appearing in the policy. Only one of the two benefits options bracketed will appear in a certificate.

8. In the first option of subsection 10.3 Monthly Benefit (page 12), the value of the percent used in the monthly benefit formula is bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. In no event will the percentage value in the formula in (a) be less than 25% or greater than 75%, and in no event will the percentage value in the formula in (b) be less than 25% or greater than 50%.
9. In the first option of subsection 10.3 Monthly Benefit (page 12), the break point of regular compensation used in the monthly benefit formula is bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. In no event will the value be less than \$10,000 or greater than \$100,000.
10. In the second option of subsection 10.3 Monthly Benefit (page 12), the value of the percent used in the monthly benefit formula is bracketed to reflect the client preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. In no event will the percentage value be less than 25% or greater than 75%.
11. In subsection 10.3 Monthly Benefit (page 12), the values are bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. The amount of the minimum monthly benefit shall be no less than \$50 or greater than \$200 and the maximum monthly benefit will be no less than \$1,000 or greater than \$20,000.
12. In subsection 10.4 Maximum Period of Benefits (page 12), the options are bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. Only one of the two bracketed items will appear in a certificate.
13. In subsection 10.5 Cost of Living Supplements (page 12), the options are bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. Only one of the two bracketed items will appear in a certificate.
14. In subsection 10.5 Cost of Living Supplements (page 12), the Cost of Living Multiple is bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. In no event will the Cost of Living Multiple be less than 1.010 nor greater than 1.060.
15. In subsection 10.6 Total Disability – Own Occupation (page 12), the years are bracketed to reflect the client's preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. In no event will the years be less than 2 or greater than 5.
16. In subsection 10.7 Survivor Benefits (page 12), the options are bracketed to reflect the client preference. This specification, including the bracketed items, will mirror a similar specification appearing in the policy. Only one of the two bracketed items will appear in a certificate.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

1

GROUP DISABILITY INCOME INSURANCE CERTIFICATE

COVERED EMPLOYEE: [John Doe]
POLICY HOLDER: [ABC COMPANY]
EMPLOYER: [ABC COMPANY]
EMPLOYER NUMBER: [456321]
EMPLOYEE NUMBER: [555777]
CERTIFICATE EFFECTIVE DATE: [September 2, 2010]
CERTIFICATE ISSUE DATE: [September 9, 2010]

2

You are a Covered Employee under a Policy issued by the Company to the Policy Holder.

This Certificate is a summary of the provisions of the Policy and does not modify or in any way amend the Policy. The Policy governs the payment of all benefits and the Company's rights and obligations under it.

This Certificate is executed by the Company at its Home Office in New York, New York on the Date of Issue and shall take effect as of the Effective Date.

3



Chairman, President and Chief Executive Officer

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Table of Contents

SECTION 1 - DEFINITIONS.....	5
Actively at Work.....	5
Business Day.....	5
Certificate.....	5
Certificate Effective Date.....	5
Certificate Issue Date.....	5
Covered Employee.....	5
Employer.....	5
Grace Period.....	5
Home Office.....	5
Notice.....	5
Policy.....	5
Policy Holder.....	5
Pre-existing Condition.....	5
Regular Compensation.....	5
Rehabilitative Employment.....	6
Total Disability or Totally Disabled.....	6
SECTION 2 - PREMIUMS.....	6
SECTION 3 - EFFECTIVE DATE OF COVERAGE.....	6
Effective Date of Coverage.....	6
Changes in Regular Compensation.....	6
SECTION 4 - BENEFITS.....	6
Monthly Disability Income Benefit.....	6
Successive Periods of Total Disability.....	6
Reduction of the Monthly Disability Income Benefit.....	6
Pre-existing Condition.....	7
Monthly Rehabilitative Employment Benefit.....	7
Exclusions.....	8
Survivor Benefit.....	8
SECTION 5 - COST OF LIVING SUPPLEMENT.....	8
SECTION 6 - CLAIMS.....	9
Notice of Claim.....	9
Proof of Loss.....	9
Physical Examinations.....	9
Review of Claim.....	9
Appeal of Denial.....	9
SECTION 7 - PAYMENT OF BENEFITS.....	9
Payment of Benefits.....	9
Facility of Payment.....	10
SECTION 8 - GENERAL PROVISIONS.....	10
Legal Actions.....	10
Misstatement of Age or Regular Compensation.....	10
Claims of Creditors.....	10
Incontestability.....	10
Non-Assignment of Certificates.....	10
Non-Waiver.....	10
Notices.....	11
Payment of Benefits.....	11
Right to Amend Certificate.....	11
Severability of Provisions.....	11
SECTION 9 - TERMINATION.....	11
Termination of Coverage for a Covered Employee.....	11
Effect of Termination.....	11
SECTION 10 - SPECIFICATIONS.....	11
10.1 Age Limits.....	11
10.2 Waiting Period.....	11
10.3 Monthly Benefit.....	12
10.4 Maximum Period of Benefits.....	12

10.5 Cost of Living Supplements..... 12
10.6 Total Disability - Own Occupation.....12
10.7 Survivor Benefits.....12

SECTION 1 - DEFINITIONS

The following terms as used in this Certificate shall have the meaning defined unless a different meaning is required by the context. Words in the singular form as used in this Certificate shall be construed as though they were also used in the plural form in all cases where they would so apply and vice versa.

Actively at Work

The employee is in the active employment of the Employer and is not prevented from reporting to work or performing the duties of the employee's occupation because of any: (a) sickness, disability or hospitalization; (b) temporary leave of absence or layoff; or (c) any other temporary cessation of employment.

Business Day

Any day on which the Company is open for business. The Business Day shall end at 5:00 p.m. Eastern Time.

Certificate

This group disability income insurance certificate together with any amendments to this certificate that may be made from time to time.

Certificate Effective Date

The date shown as the Certificate Effective Date on the face page of this Certificate. This Certificate becomes effective at 12:01 A.M. on the Certificate Effective Date.

Certificate Issue Date

The date shown as the Certificate Issue Date on the face page of this Certificate.

Covered Employee

An employee of the Employer for whom insurance is being provided for under the Policy.

Employer

The entity named as the Employer on the face page of this Certificate.

Grace Period

A period of 31 days after the due date of a premium.

Home Office

The Company's office at [320 Park Avenue, New York, NY 10022], or such other location as the Company may announce by advance written notification.

Notice

Any communication to the Company with respect to the Policy or this Certificate, regardless of how referred to in the Policy or this Certificate, including, but not limited to requests for benefits, appeals of denied benefits or information.

Policy

The group disability income insurance policy issued to the Policy Holder together with any amendments to the policy that may be made from time to time.

Policy Holder

The entity named as the Policy Holder on the face page of this Certificate.

Pre-existing Condition

Any injury or sickness for which the Covered Employee incurred expenses, received medical treatment, care or services, including diagnostic measures, took prescribed drugs or medicine within the 12-month period immediately before the employee become a Covered Employee.

Regular Compensation

A Covered Employee's annual rate of compensation as of the first day of a month that the Covered Employee ceases to be Actively at Work due to Total Disability, excluding overtime, bonuses and special compensation. For Covered Employees receiving hourly wages, annual rate of compensation is determined based on multiplying the Covered Employee's hourly rate of compensation by the number of hours that make up a standard work week for that Covered Employee. In no event shall this amount be more than 120% of the Covered Employee's Regular Compensation one year before the onset of the current period of Total Disability or if there is no

Regular Compensation in effect one year before the start of the current period of Total Disability, the earliest recorded Regular Compensation within the one-year period.

Rehabilitative Employment

Employment designed to train the Covered Employee to perform the duties of an occupation, business or employment intended to begin upon the completion or cessation of such training.

Total Disability or Totally Disabled

The inability of a Covered Employee due to bodily injury or sickness to perform (a) from the start of such disability and for the number of years of Total Disability indicated in subsection 10.6 of this Certificate, the duties of the Covered Employee's occupation, business or employment for wage or profit; and (b) thereafter the duties of any occupation, business or employment for remuneration or profit for which the Covered Employee is reasonably qualified by reason of education, training or experience.

SECTION 2 - PREMIUMS

The Policy is a non contributory policy. All premiums due under the Policy shall be paid by the Policy Holder.

SECTION 3 - EFFECTIVE DATE OF COVERAGE

Effective Date of Coverage

An employee shall become a Covered Employee on the Certificate Effective Date, provided however that if an employee is not Actively at Work on such date the employee shall not become a Covered Employee until the first of the month following completion of 18 days of being Actively at Work.

If a Covered Employee's coverage under the Policy terminates due to termination of employment or upon no longer being in an eligible class, such employee shall again become eligible for such insurance when the employee becomes reemployed by the Employer or reenters an eligible class.

Changes in Regular Compensation

For purposes of the Policy and this Certificate a change in salary or in the eligible class to which the Covered Employee belongs shall become effective on the first day of the month following the date of such change. If, however, an employee is not Actively at Work on such date any increase in insurance shall not become effective until the first of the month following completion of 18 days of being Actively at Work.

SECTION 4 - BENEFITS

Monthly Disability Income Benefit

If a Covered Employee becomes Totally Disabled, the Company shall pay a monthly disability income benefit to the Covered Employee in an amount determined in accordance with subsection 10.3 of this Certificate. The monthly disability income benefit shall begin after the waiting period stated in subsection 10.2 of this Certificate and continue during the period that the Covered Employee continues to be Totally Disabled. In no event, however, shall payments be made for any period of Total Disability beyond the maximum benefit period stated in subsection 10.4 of this Certificate.

Successive Periods of Total Disability

Benefits under the Policy shall be paid without a new waiting period of the duration stated in subsection 10.2 of this Certificate for separate periods of Total Disability provided: (a) the periods of Total Disability are not separated by a period of more than 180 days; and (b) Total Disability occurs from the same or related causes.

Reduction of the Monthly Disability Income Benefit

- (a) The Company shall reduce the monthly disability income benefit by the amount of benefits paid to the Covered Employee under any or all of the following for the same or related disability condition for which a benefit is payable under the Policy:
 - (i) any disability income benefits payable under the Worker's Compensation or any disability income benefits required or provided by any similar laws; and
 - (ii) any benefits payable under the Social Security Act of 1935 or Federal Railroad Retirement Act, as amended, including all primary and family benefits; or in lieu of such amount, the estimated amount of such benefits as determined by the Company; and
 - (iii) any disability income benefits payable to the Covered Employee under any plan or program of the Employer.

- (b) The amount in (a)(i) above shall include any amounts of lump-sum loss of time benefits paid to the Covered Employee as payment in a Worker's Compensation, or any similar laws, settlement, including any out-of-court settlement. If the settlement does not specify the amount paid as loss-of-time benefits, then the Company shall estimate the amount which would be loss-of-time benefits. Such amount shall be:
- (i) a percentage of the settlement amount based on the Covered Employee's Regular Compensation at the time Total Disability began; and
 - (ii) prorated to cover the period for which settlement was made.

If as a result of any successful third-party suit or settlement the Covered Employee is required to repay any benefits paid to the Covered Employee by Worker's Compensation or any similar laws, the Company shall not be required to increase any benefits already paid.

- (c) Benefits shall not be reduced by any amount under(a)(ii) above if the Covered Employee:
- (i) was not eligible for such benefits due to lack of sufficient quarters for coverage; or
 - (ii) applied within 12 months of the start of Total Disability for Social Security benefits and the benefits applied for were denied initially and after appeal to an administrative law judge.

If the Covered Employee's initial application for Social Security benefits is denied, the Covered Employee must furnish the Company with proof of the initial denial and must appeal the initial denial to an administrative law judge. The Company shall reduce benefits by any amount the Company determines as payable under (a)(ii) until a final decision of the appeal is received by the Company. The Company shall not adjust any benefits under the Policy retroactive to any date Social Security benefits become effective if the Covered Employee does not appeal the denied benefits to the administrative law judge within the time limits established by the Social Security Administration for such appeals.

- (d) The Company may require that the Covered Employee reapply for Social Security benefits if:
- (i) the Covered Employee's original application for Social Security benefits was denied; and
 - (ii) any subsequent proof of Total Disability required pursuant to the Proof of Loss provision of this Certificate indicated deterioration in the Covered Employee's health.

Within 90 days following such request by the Company to reapply for Social Security benefits, the Covered Employee must:

- (i) reapply for Social Security benefits; and
 - (ii) provide the Company with proof that the Covered Employee reapplied for Social Security benefits and that a decision is pending. Unless the Covered Employee complies with the preceding sentence, the Company shall upon the expiration of such 90-day period reduce benefits by any amount it determines as payable under (a)(ii) above until proof that the Covered Employee reapplied for such benefits is received by the Company.
- (e) The amount in (a)(iii) above shall not include:
- (i) any early retirement benefits provided under any annuity or pension plan; or
 - (ii) any disability income benefits provided under any plan of life insurance.
- (f) Benefits shall not be reduced by any increase in benefits under the Social Security, Federal Railroad Retirement Acts or Worker's Compensation law due to any change in the law or any cost-of-living adjustment which becomes effective after the date on which benefits for a period of Total Disability first became payable under the Policy.

Pre-existing Condition

No benefits shall be paid for any Total Disability occurring within 12 months of the employee becoming a Covered Employee under the Policy that results from a Pre-existing Condition. With respect to this provision only, the time that the Covered Employee was covered under a prior group or blanket disability income insurance plan provided by the Employer, excluding Worker's Compensation or any disability income benefits required or provided by any similar laws, shall be credited under the Policy towards the 12 month period described in the first sentence of this provision if: (a) such coverage was continuous to a date not more than sixty days prior to the date the employee became a Covered Employee under the Policy, and (b) the previous coverage or level of benefits was substantially similar to the coverage or level of benefits provided under the Policy.

Monthly Rehabilitative Employment Benefit

If the Covered Employee is employed in Rehabilitative Employment the Company shall pay a monthly rehabilitative employee benefit in place of and not in addition to the monthly disability income benefit. The amount of the monthly rehabilitative employment benefit shall be equal to the amount of monthly disability income benefit payable under the Policy less 66 2/3% of the total monthly income received by the Covered Employee for such Rehabilitative Employment.

The rehabilitative employment benefit is payable only if: (a) the Covered Employee makes a request to the Company for this benefit before such Rehabilitative Employment begins; (b) the Company receives satisfactory proof that the Covered Employee is so employed; and (c) the Rehabilitative Employment immediately follows a period for which the monthly disability income benefit was payable.

The rehabilitative employment benefit shall become payable on the date the Covered Employee begins such Rehabilitative Employment. This benefit shall be paid for each month the Covered Employee is engaged in Rehabilitative Employment but only for a maximum of 24 months. In no event shall payments be made beyond the maximum benefit period stated in subsection 10.4 of this Certificate. Proof that the Covered Employee continues to be so employed must be submitted to the Company every three months. Payment of this benefit shall cease upon failure to submit such proof.

Exclusions

- (a) No benefits shall be payable under the Policy or this Certificate for any Total Disability occurring as the result of: (i) attempted suicide or intentionally self-inflicted injury; (ii) declared or undeclared war, or any act of war; (iii) travel, flight or any activities in or from any kind of aircraft except as a fare paying passenger in an aircraft operated on a regular schedule by a common carrier for passenger service over an established air route; (iv) service in the armed forces of any country at war; (v) police duty as a member of any military or armed forces; (vi) committing or attempting to commit a felony; or (vii) drugs or alcohol.
- (b) No benefits shall be payable or continue to be paid under the Policy or this Certificate for any period of Total Disability after the earliest of:
 - (i) The date on which the Covered Employee has received benefit payments for the maximum period stated in subsection 10.4 of this Certificate, or
 - (ii) the Covered Employee's date of death
- (c) No benefits shall be payable or continue to be paid under the Policy or this Certificate for any period of Total Disability that the Covered Employee:
 - (i) is not under the care and treatment of a duly licensed physician who is not the Covered Employee, or a member of the Covered Employee's immediate family, or
 - (ii) receives any wage, salary, fees or other payment during the period of Total Disability, excluding such payments for Rehabilitative Employment, or
 - (iii) fails to provide written proof of Total Disability to the Company within 90 days of the date (1) that such Total Disability first occurs, or as soon as is reasonably possible, or (2) during a period of Total Disability, the Company requests written proof that such Total Disability continues, or
 - (iv) refuses or fails to be examined, at the request of the Company and at its expense, by a licensed physician designated by the Company, or
 - (v) refuses or fails to apply within 12 months of the start of Total Disability for Social Security benefits or refuses or fails to appeal an initial denial to an administrative law judge.

Survivor Benefit

If subsection 10.7 of this Certificate indicates that a survivor benefit is provided for under the Policy, and:

- (a) a Covered Employee dies while receiving benefits for Total Disability, and
- (b) the Covered Employee has been receiving such benefit for at least six months, and
- (c) the Covered Employee has a surviving spouse or surviving children,

then the Company shall pay a lump sum benefit equal to three times the last month monthly disability income or monthly rehabilitative employment benefit, as paid in the month immediately preceding the Covered Employee's death, first to the surviving spouse or if there is no surviving spouse to the surviving children in equal shares.

SECTION 5 - COST OF LIVING SUPPLEMENT

If subsection 10.5 of this Certificate indicates that cost of living supplements are to be provided under the Policy, then during the period that a benefit is payable to a Covered Employee under the Policy, such benefit shall be subject to adjustment as provided for in this Section of the Certificate.

On each May 1 following the calendar year in which payments under a benefit first began to a Covered Employee under the Policy, the benefit then and thereafter payable with respect to the Covered Employee during the ensuing twelve month period shall be increased, where applicable, by a cost of living supplement determined as the product of (i) such benefit and (ii) the Cost of Living Adjustment Factor determined in accordance with the following paragraph, reduced by 1.000, provided however that the amount of any increase for any such benefit that began in the third or fourth quarter of the preceding calendar year shall be 66 2/3% or 33 1/3%, respectively, of the amount of increase otherwise determined.

The Cost of Living Adjustment Factor for any year shall be the ratio of (i) the Consumer Price Index for the December 31 preceding that year to (ii) the Consumer Price Index for the second preceding December 31, calculated to the nearest one-thousandth (.001), subject to the following limitations:

- (a) such factor shall not exceed the Cost of Living Multiple shown in subsection 10.5 of this Certificate, and
- (b) where the procedure described above produces a factor of less than 1.010 for any year, the factor shall be 1.000. In such case, the determination of the factor in the next following year shall be based on the Consumer Price Index for the December

31 preceding the May 1st of the last year in which such factor was 1.010 or greater, rather than the Consumer Price Index for the second preceding December 31.

SECTION 6 - CLAIMS

Notice of Claim

A Notice of claim must be given to the Company within 20 days of the date Total Disability occurred or as soon thereafter as is reasonably possible. Such Notice should include the names of the Covered Employee, the Employer and the name, address and telephone number of the person filing the Notice.

The Company will provide forms for filing proof of Total Disability upon receipt of such Notice of claim. If forms are not sent to the claimant within 15 days following the date the Company receives notice of claim, the claimant will have met the proof of loss requirement by providing the Company with a written statement as to the nature and extent of loss.

Proof of Loss

Written proof of Total Disability, on forms provided by the Company, must be given to the Company within 90 days of the date such Total Disability first occurs or as soon as is reasonably possible. Such proof must indicate that Total Disability began while the individual was a Covered Employee under the Policy.

After a claim has been established and at reasonable times during the continuance of a claim, the Company may request written proof that Total Disability continues. Such proof shall be provided to the Company within 90 days of the request or as soon thereafter as is reasonably possible.

If written proof of Total Disability is not provided to the Company within the time periods required by this Section, the Company shall not be required to make or continue making any benefit payments for the Total Disability.

All proofs required by this provision shall be at the Covered Employee's expense.

Physical Examinations

At reasonable times during the pendency of the claim, the Company shall have the right to request that the Covered Employee be examined by a physician designated by the Company and at the Company's expense. If the Covered Employee fails to appear for the examination requested pursuant to this clause, the Company shall not be required to make or continue making any benefit payments for the Total Disability or waive or continue waiving any premiums.

Review of Claim

The Company shall have 30 days after the Business Day on which it receives due proof of Total Disability to render a decision on the claim. In the event a claim is wholly or partially denied, such notice shall include: (a) the reasons for the denial; (b) the specific Policy or Certificate provisions on which the denial was based; (c) any additional information necessary to perfect the claim; and (d) the procedures for requesting review by the Company of a denied claim.

If the claim is approved payment shall commence within 60 days of the later of (i) the receipt by the Company of due proof of Total Disability; or (ii) the expiration of the waiting period set forth in subsection 10.2 of this Certificate.

Appeal of Denial

A claimant may request that the Company review a denied claim. Such request must be made by Notice to the Company within 60 days of such denial. The claimant shall have the right to review all related documents and send the Company written issues and comments regarding the denial. The Company shall render a written decision to the claimant within 45 days after the Business Day that the Company receives the appeal. The Company may, however, extend such period for an additional 45 days upon written notice to the claimant.

SECTION 7 - PAYMENT OF BENEFITS

Payment of Benefits

- (a) All payments of benefits for Total Disability shall be paid monthly, in arrears, to the Covered Employee during the continuance of Total Disability. If a period of Total Disability terminates for whatever reason prior to the end of a month, a payment for the last month shall be made on a pro-rata basis.
- (b) Any benefits payable under the Policy and unpaid at the death of the Covered Employee, shall be paid to the first surviving class of the following:
 - (i) to the Covered Employee's surviving spouse; or
 - (ii) to the Covered Employee's surviving children in equal shares; or

- (iii) to the Covered Employee's surviving parents in equal shares; or
- (iv) to the Covered Employee's surviving brothers and sisters in equal shares; or
- (v) to the executor or administrator of the Covered Employee's estate.

Facility of Payment

Upon the receipt by the Company of evidence satisfactory to it that a guardian or other legal representative of any person entitled to receive benefits under the Policy has been appointed, the Company shall pay benefits to the legal guardian or legal representative of such payee.

The Company may, at its option, make payments due to a person entitled to receive any payment pursuant to the Policy to any individual or institution that in the opinion of the Company is then caring for or supporting such person, provided that:

- (a) the Company receives evidence satisfactory to it that such person is
 - (i) physically not capable of giving valid receipt for such payment, or
 - (ii) mentally not competent or not able to give a valid receipt for such payment, or
 - (iii) a minor, and
- (b) the Company has not received evidence satisfactory to it that a guardian or other legal representative of the estate of such person has been appointed.

Payment under this provision of this Certificate shall completely discharge the Company from all obligations and liabilities with respect to the payment made.

SECTION 8 - GENERAL PROVISIONS

Legal Actions

No lawsuit may be brought to recover benefits within 60 days after any Notice or proof of Total Disability has been given to the Company as required under the terms of the Policy or this Certificate. No suit may be brought after three years from the time Notice or proof of Total Disability is required to be given to the Company under the terms of the Policy or this Certificate.

No statement made by any person insured shall be used by the Company in any contest unless a copy of the instrument containing the statement, signed by such person, is or has been furnished to the person or, in the event of the death or incapacity of the person, to their Beneficiary or personal representative.

Misstatement of Age, Regular Compensation or Incorrect Calculation of Benefits

If the age or Regular Compensation of any Covered Employee has been misstated, or the benefit has been incorrectly calculated (including but not limited to reductions pursuant to the Reduction of the Monthly Disability Income Benefit provision of this Certificate), the benefit shall not be invalidated, but the amount of premium and/or benefit shall be adjusted to the proper amount as determined on the basis of the correct age, Regular Compensation and/or correct calculation.

The amount of any underpayments by the Company due to any such misstatement shall be paid in full with the next payment due with respect to the payee under the Policy. The amount of any overpayments by the Company due to any such misstatement shall be deducted to the extent possible from the payments thereafter falling due with respect to the payee under the Policy.

Claims of Creditors

To the extent permitted by law, no payment by the Company under the Policy shall be subject to: (a) the claims of any creditors; (b) alienation; (c) attachment; (d) garnishment; (e) levy (other than a Federal tax levy in accordance with Section 6331 of the Code); (f) execution; or (g) other legal process. Also, no payment shall be subject to any legal process to enforce any such claim.

Incontestability

Except for non-payment of premium, the Company will not contest the validity of the Covered Employee's insurance after it has been in force for two years. This provision shall not preclude the assertion at any time of defenses based upon provisions of the Policy or this Certificate that relate to eligibility for coverage.

Non-Assignment of Certificate

No assignment of this Certificate, and no transfer of any rights conferred hereunder or under the Policy, shall be permitted.

Non-Waiver

The Company's rights under the Policy or this Certificate shall not be waived, reduced or denied due to its failure to perform or insist upon the strict performance of any provision or condition of the Policy or this Certificate. Any waiver of a provision or condition by

the Company in a particular instance or situation, whether or not at the request of the Policy Holder or Covered Employee, shall not operate as a blanket waiver for future instances or situations even if under the same or similar circumstances.

Notices

All Notices must be in writing and delivered to the Home Office by United States mail, unless the Company specifies another manner or place for delivery of a Notice. Such Notices must be in a form satisfactory to the Company. The Policy Holder, the Covered Employee, or any entity providing a Notice under the Policy or this Certificate, must furnish the Company with any facts and information that may be required by the Company to act on such Notice. The Company shall not be required to act upon any Notice that does not meet these requirements. Receipt of such Notice shall be deemed to take place on the Business Day such Notice is received by the Company at its Home Office. The Company shall be fully protected in relying upon the information furnished in a Notice, even if the Company does not inquire as to the accuracy or completeness of such information.

The Company shall not be liable for any payment made or action taken prior to receipt of any Notice at the Home Office.

Payment of Benefits

- (a) The Company shall make payments under the Policy by check made payable to the payee and mailed directly to the payee at the last known address shown for such payee in the Company’s records. At the request of the payee, and with the agreement of the Company, payment may be made by electronic fund transfer.
- (b) In addition to any other remedies provided by law, any payments made by the Company that are determined by the Company to be in excess of those provided by the provisions of the Policy shall be deducted to the extent possible from the payments thereafter falling due under the Policy. The amount of any overpayments shall be calculated with interest at the rate of 5% per year.

Right to Amend Certificate

The Company may change this Certificate at any time by amendment or by replacement with another group disability income insurance certificate upon at least 30 days advance written notification to the Covered Employee without the consent of the Policy Holder, of any Covered Employee, or of any other person who is or may become entitled to benefits under the Policy or this Certificate, provided that such change shall not affect the amount or terms of benefits that became payable hereunder before such change.

Severability of Provisions

If any provision under the Policy or this Certificate is determined to be invalid, the remainder of the provisions shall remain in full force and effect.

SECTION 9 - TERMINATION

Termination of Coverage for a Covered Employee

- (a) A Covered Employee’s coverage under the Policy and this Certificate will automatically terminate on the earliest of any of the following to occur:
 - (i) the date coverage terminates as indicated in subsection 10.1 (b) of this Certificate; or
 - (ii) upon termination of the Covered Employee’s employment with the Employer; or
 - (iii) the date the Covered Employee ceases to be Actively at Work due to any non-medical reason, or
 - (iv) upon the Covered Employee no longer being in an eligible class of employees under the Policy; or
 - (v) upon the Policy Holder’s failure to pay any premium due for the Covered Employee’s insurance before the end of the Grace Period; or
 - (vi) upon termination of the Policy.

Effect of Termination

Upon termination of the Policy and this Certificate, the Company shall be relieved of all further liability except with respect to any event triggering a claim or benefits that had commenced under the Policy that occurred on or before the date of termination.

SECTION 10 - SPECIFICATIONS

10.1 Age Limits

- (a) Maximum age at which an employee is eligible for insurance: [60] / [There is no maximum age for eligibility].
- (b) Coverage for a Covered Employee shall terminate on the first of the month following: [Age 65] / [No age limit]

10.2 Waiting Period

Benefits begin after Total Disability has existed for [180 days].

4

5

6

10.3 Monthly Benefit

The amount of monthly disability income benefit shall be [One-twelfth of the sum of: (a) [60]% of the first \$[50,000] of Regular Compensation; and (b) [40]% of any Regular Compensation in excess of \$[50,000.]] / [One-twelfth of [60]% of Regular Compensation.]

The minimum monthly disability income benefit shall be: \$[50] and the maximum monthly disability income benefit shall be \$[5,000].

10.4 Maximum Period of Benefits

Based on the Covered Employee's age at the onset of Total Disability, benefits shall only be paid for the maximum period indicated in the table below.

Age at onset of Total Disability	Maximum Period of Benefit
Under age 61	To age 65
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 and over	1 year

[Benefits for Total Disability shall only be paid until the Covered Employee attains age 65.]

10.5 Cost of Living Supplements

[Cost of living supplements are provided under the Policy and the maximum Cost of Living Multiple shall be:[1.060]]

[Cost of living supplements are not provided under the Policy.]

10.6 Total Disability - Own Occupation

From the start of a disability and for the next [2] years a Covered Employee can be considered Totally Disabled if, due to bodily injury or sickness, they are unable to perform, or can be expected to be unable to perform the duties of their occupation, business or employment for wage or profit

10.7 Survivor Benefits

[Survivor benefits are provided under the Policy.]

[Survivor benefits are not provided under the Policy.]

320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

**MEMORANDUM OF VARIABLE MATERIAL (08/23/2010)
FOR
GDI-2010-A1**

The following comments describe the nature and scope of the illustrative and variable material in the form and are numbered to correspond to the numbers that have been placed adjacent to the bracketed material in the attached copy.

1. The Company's address and telephone number are bracketed to permit any changes that may occur to this information in future new issues of the amendment.
2. The Policy Holder's name and effective date of the amendment are bracketed to allow for client-specific information.
3. The name/title of the officer of the Company are bracketed, to allow for any changes in this information at the time the amendment is issued. In the event the title or name of the officer signing the amendment form changes, any new title or name utilized will be the title or name of an officer of the Company.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

1

(hereafter called the "Company")

Group disability income insurance policy GDI-2010 between the Company and [ABC COMPANY] is hereby amended, effective as of [the Effective Date / July 1, 2010], by adding the following new Section 11 to this Policy:

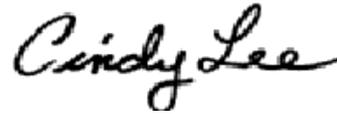
2

SECTION 11 - AFFILIATES

- (a) For purposes of this Section an Affiliate is an entity designated by the Policy Holder as an affiliate of the Employer.
- (b) For purposes of this Policy and subject to clause (c) below, any employee of an Affiliate shall be considered an employee of the Employer.
- (c) The Policy Holder may at any time add or delete an Affiliate, specifying in a Notice to the Company the effective date of such addition or deletion. No coverage shall be available under this Policy for the employees of an Affiliate without prior notice to and the written consent of the Company.
- (d) The Company reserves the right to terminate this Policy with respect to an Affiliate upon 31 days notice. Such termination shall be effective as of the effective date stated in the notice and the provisions of Section 9 of this Policy shall apply to the employees of the Affiliate.
- (e) This Policy shall be terminated as to employees of entities that have been deleted as Affiliates. Such termination shall be deemed termination by election of the Policy Holder and shall be effective as of the effective date of the deletion of an entity as an Affiliate. The provisions of Section 9 of this Policy shall apply to such employees.

This amendment is executed at New York, New York.

3



Vice President

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320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

**MEMORANDUM OF VARIABLE MATERIAL (08/23/2010)
FOR
GDI-2010-CHANGE**

The following comments describe the nature and scope of the illustrative and variable material in the form and are numbered to correspond to the numbers that have been placed adjacent to the bracketed material in the attached copy.

1. The Company's address and telephone number are bracketed to permit any changes that may occur to this information in future new issues of the amendment.
2. The Policy Holder's name and effective date of the amendment are bracketed to allow for client-specific information.
3. These items are bracketed to allow for changes to the Specifications Section in the policy. The only subsection(s) and wording that will appear are the one(s) relating to the change(s) being made. As indicated in the form itself, only originally permitted variable material will be used.
4. The name/title of the officer of the Company are bracketed, to allow for any changes in this information at the time the amendment is issued. In the event the title or name of the officer signing the amendment form changes, any new title or name utilized will be the title or name of an officer of the Company.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

1

[320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]
(hereafter called the "Company")

2

Group disability income insurance policy GDI-2010 between the Company and [XYZ Company] is hereby amended, effective as of [December 31, 2009], as follows:

3

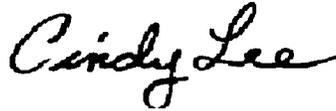
1. [Subsection[s] 10.[x][, and 10.[y] of this Policy [is/are] deleted and replaced with the following:

10.[x] [Same exact wording as 10.[x] has in Policy, except for as indicated on the form itself different originally permitted variables inserted.]

10.[y] [Same exact wording as 10.[y] has in Policy, except for as indicated on the form itself different originally permitted variables inserted.]

This amendment is executed at New York, New York.

4


Vice President

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320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

**MEMORANDUM OF VARIABLE MATERIAL (08/23/2010)
FOR
GDI-C-2010-CHANGE**

The following comments describe the nature and scope of the illustrative and variable material in the form and are numbered to correspond to the numbers that have been placed adjacent to the bracketed material in the attached copy.

1. The Company's address and telephone number are bracketed to permit any changes that may occur to this information in future new issues of the amendment.
2. The Policy Holder's name and effective date of the amendment are bracketed to allow for client-specific information.
3. These items are bracketed to allow for changes to the Specifications Section in the certificate. The only subsection(s) and wording that will appear are the one(s) relating to the change(s) being made. As indicated in the form itself, only originally permitted variable material will be used.
4. The name/title of the officer of the Company are bracketed, to allow for any changes in this information at the time the amendment is issued. In the event the title or name of the officer signing the amendment form changes, any new title or name utilized will be the title or name of an officer of the Company.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

(hereafter called the "Company")

1

2

Group disability income certificate GDI-C-2010 issued in connection with group disability income insurance policy GDI-2010 between the Company and [XYZ Company] is hereby amended, effective as of [December 31, 2009], as follows:

1. [Subsection[s] 10.[x][, and 10.[y] of this Certificate [is/are] deleted and replaced with the following:

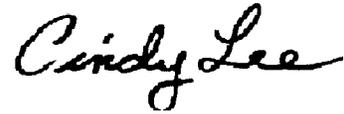
3

10.[x] [Same exact wording as 10.[x] has in Certificate, except for as indicated on the form itself different originally permitted variables inserted.]

10.[y] [Same exact wording as 10.[y] has in Certificate, except for as indicated on the form itself different originally permitted variables inserted.]

This amendment is executed at New York, New York.

4



Vice President

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320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

**MEMORANDUM OF VARIABLE MATERIAL (08/23/2010)
FOR GI-APP-2010**

The following comments describe the nature and scope of the illustrative and variable material in the form and are numbered to correspond to the numbers that have been placed adjacent to the bracketed material in the attached copy.

1. The Company's address and the telephone number are bracketed to permit any changes that may occur to this information in future new issues of the application.
2. The John Doe information is bracketed to reflect client-specific information for each application.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

1

[320 PARK AVENUE NEW YORK NY 10022 • 212 224 1600]

(hereafter called the "Company")

APPLICATION for GROUP LIFE/GROUP DISABILITY INSURANCE

Name of Applicant: [ABC Corp.]

Address: [123 ABC Street]

2

[Any town]

[Any State]

[01234]

City

State

Zip Code

Employer Identification Number: [987654321]

Telephone Number: [123-456-7890]

Application is hereby made for the following group insurance policies underwritten by the Company:

Group Life Insurance

Group Disability Insurance

It is understood that any group insurance policy applied for will become effective on the date stated in the policy.

This application is signed at [Any town] [Any State] on [January 1, 2010].
City, State Month, Day Year

2

Applicant: [ABC Corp.]

By: [John Doe]

Title: [VP Human Resources]

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

TABLE OF CONTENTS

	<u>PAGE</u>
OUTLINE OF ESSENTIAL BENEFITS	1
SCHEDULE OF PREMIUM RATES	
THREE MONTH WAITING PERIOD:	
NO COLI	4
2% COLI	5
3% COLI	6
4% COLI	7
5% COLI	8
6% COLI	9
SIX MONTH WAITING PERIOD:	
NO COLI	10
2% COLI	11
3% COLI	12
4% COLI	13
5% COLI	14
6% COLI	15
VOLUME DISCOUNT	16
INDUSTRY FACTORS	17
OTHER DISCOUNTS, LOADS AND OPTIONS	18
SELF-ADMINISTRATION OR SELF-ACCOUNTING	19
MANNER OF COMPUTATION	20
COMMISSIONS AND FEES	21
RESERVE BASIS	22
ACTUARIAL CERTIFICATION	23

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
ACTUARIAL MEMORANDUM
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

I. Total and Permanent Disability Defined

The inability of a Covered Employee due to bodily injury or sickness to perform (a) from the start of such disability and for a number of years, generally two, of Total Disability, the duties of the Covered Employee's occupation, business or employment for wage or profit; and (b) thereafter the duties of any occupation, business or employment for remuneration or profit for which the Covered Employee is reasonably qualified by reason of education, training or experience.

II. Coverages

If a Covered Employee ceases active work prior to the ages indicated below, such individual will become entitled to payment of a monthly income disability benefit for the duration indicated following a specified qualifying period of either three months or six months.

<u>Plan</u>	<u>Qualifying Period</u>	<u>Age Prior to Which Active Work Ceases</u>	<u>Duration of Benefits</u>
Standard	Three months	64 Years and 8 Months	To age 65
	Six months	64 Years and 5 Months	To age 65
ADEA (Age Discrimination Employment Act)		60 years and 11 months	To age 65
		On or after age 61:	As given below:
	<u>Age When Disability Payments Commence</u>		<u>Duration of Benefits In Years</u>
	61		4
	62		3-1/2
	63		3
	64		2-1/2
	65		2
	66		1-3/4
	67		1-1/2
	68		1-1/4
	69 and over		1

III. Benefits

The standard disability income benefit is payable in monthly installments in an amount equal to:

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
ACTUARIAL MEMORANDUM
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

1. 60% of regular monthly compensation, not to exceed a specified amount (e.g., \$4,166.67 per month), plus
2. a percentage, not to exceed 60%, of regular monthly compensation in excess of that amount, less
3. any disability benefit payable under Workmen's Compensation, Social Security, or any other disability plan of the employer.

Some plans provide for an adjustment to the disability income benefit so that the maximum benefit payable from all sources will not exceed a pre-determined percentage (e.g., 70%) of compensation.

IV. Cost of Living Supplement

1. On each May 1 following the calendar year in which payments under a benefit first began to a Covered Employee under this Policy, the benefit then and thereafter payable with respect to the Covered Employee during the ensuing twelve month period shall be increased, where applicable, by a Cost of Living Supplement.
2. The amount of the Cost of Living Supplement is the product of (i) such benefit and (ii) the Cost of Living Adjustment Factor, defined below, reduced by 1.000
3. The Cost of Living Adjustment Factor for any year shall be the ratio of (i) the Consumer Price Index for the December 31 preceding that year to (ii) the Consumer Price Index for the second preceding December 31, calculated to the nearest one-thousandth (.001), subject to the following limitations:
 - i) such factor shall not exceed the Cost of Living Multiple as specified in the policy, and
 - ii) where the procedure described above produces a factor of less than 1.010 for any year, the factor shall be 1.000. In such case, the determination of the factor in the next following year shall be based on the Consumer Price Index for the December 31 preceding the May 1st of the last year in which such factor was 1.010 or greater, rather than the Consumer Price Index for the second preceding December 31.
4. The amount of the first Cost of Living Supplement for benefits that began in the third or fourth quarter of the preceding year shall be 66 2/3% or 33 1/3%, respectively, of the amount otherwise determined.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
ACTUARIAL MEMORANDUM
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

V. Limitations

No disability benefit shall be payable or continue to be paid under the Policy for any period of Total Disability that the Covered Employee:

1. is not under the care and treatment of a duly licensed physician who is not the Covered Employee, or a member of the Covered Employee's immediate family, or
2. receives any wage, salary, fees or other payment during the period of Total Disability, excluding such payments for Rehabilitative Employment, or
3. fails to provide written proof of Total Disability to the Company within 90 days of the date (1) that such Total Disability first occurs, or as soon as is reasonably possible, or (2) during a period of Total Disability, the Company requests written proof that such Total Disability continues, or
4. refuses or fails to be examined, at the request of the Company and at its expense, by a licensed physician designated by the Company, or
5. refuses or fails to apply within 12 months of the start of Total Disability for Social Security benefits or refuses or fails to appeal an initial denial to an administrative law judge.

VI. Exclusions

No benefits shall be payable under this Policy for any Total Disability occurring as the result of:

1. attempted suicide or intentionally self-inflicted injury.
2. declared or undeclared war, or any act of war.
3. travel, flight or any activities in or from any kind of aircraft except as a fare paying passenger in an aircraft operated on a regular schedule by a common carrier for passenger service over an established air route.
4. service in the armed forces of any country at war
5. police duty as a member of any military or armed forces.
6. committing or attempting to commit a felony, or
7. drugs or alcohol

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(THREE MONTH WAITING PERIOD-NO COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.20	0.35	40	0.91	1.33	<u>WITHOUT ADEA</u>		
16	0.21	0.35	41	0.98	1.42	61	3.59	3.19
17	0.21	0.35	42	1.08	1.53	62	2.81	2.57
18	0.21	0.36	43	1.22	1.69	63	2.15	1.95
19	0.21	0.36	44	1.38	1.88	64	1.43	1.24
20	0.22	0.37	45	1.57	2.09	<u>WITH ADEA</u>		
21	0.23	0.38	46	1.78	2.31	61	4.68	4.15
22	0.24	0.39	47	2.00	2.51	62	4.45	3.99
23	0.24	0.39	48	2.00	2.51	63	4.32	3.77
24	0.24	0.39	49	2.44	2.76	64	4.04	3.45
25	0.24	0.39	50	2.67	2.86	65	3.63	3.02
26	0.24	0.39	51	2.84	2.96	66	3.48	2.83
27	0.24	0.39	52	2.99	3.06	67	3.26	2.61
28	0.30	0.51	53	3.23	3.20	68	3.33	2.57
29	0.36	0.62	54	3.51	3.19	69	3.33	2.57
30	0.42	0.70	55	3.87	3.45	70	3.77	2.93
31	0.49	0.76	56	4.18	3.55	71	4.21	3.28
32	0.57	0.82	57	4.50	3.73	72	4.67	3.61
33	0.63	0.95	58	4.63	3.77	73	5.59	4.34
34	0.72	1.05	59	4.62	3.73	74	6.53	5.07
35	0.72	1.13	60	4.32	3.51	75	7.46	5.80
36	0.81	1.18				76	8.40	6.53
37	0.83	1.22				77	9.33	7.25
38	0.85	1.25				78	11.21	8.70
39	0.87	1.28				79	13.08	10.14
						80	14.95	11.60
						81	16.81	13.04
						82	18.68	14.52
						83	22.43	17.42
						84	26.16	20.33

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(THREE MONTH WAITING PERIOD- 2% COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.26	0.48	40	1.09	1.63	<u>WITHOUT ADEA</u>		
16	0.28	0.48	41	1.17	1.74	61	3.78	3.35
17	0.28	0.48	42	1.29	1.87	62	2.94	2.69
18	0.28	0.49	43	1.45	2.06	63	2.23	2.03
19	0.28	0.49	44	1.63	2.29	64	1.48	1.28
20	0.29	0.50	45	1.85	2.54	<u>WITH ADEA</u>		
21	0.30	0.52	46	2.07	2.77	61	4.93	4.36
22	0.32	0.53	47	2.29	2.97	62	4.65	4.18
23	0.32	0.53	48	2.25	2.93	63	4.49	3.93
24	0.32	0.53	49	2.70	3.18	64	4.19	3.57
25	0.32	0.53	50	2.91	3.24	65	3.74	3.11
26	0.32	0.53	51	3.06	3.33	66	3.59	2.92
27	0.32	0.53	52	3.20	3.41	67	3.36	2.69
28	0.39	0.67	53	3.42	3.54	68	3.43	2.65
29	0.46	0.80	54	3.68	3.49	69	3.43	2.65
30	0.54	0.89	55	4.02	3.74	70	3.88	3.01
31	0.62	0.97	56	4.35	3.83	71	4.34	3.37
32	0.71	1.04	57	4.71	4.01	72	4.81	3.72
33	0.78	1.19	58	4.86	4.03	73	5.76	4.47
34	0.89	1.31	59	4.87	3.97	74	6.72	5.22
35	0.88	1.40	60	4.57	3.71	75	7.68	5.97
36	0.98	1.46				76	8.65	6.72
37	1.00	1.51				77	9.61	7.47
38	1.03	1.54				78	11.54	8.96
39	1.05	1.57				79	13.47	10.44
						80	15.40	11.94
						81	17.31	13.43
						82	19.24	14.95
						83	23.09	17.94
						84	26.94	20.94

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(THREE MONTH WAITING PERIOD- 3% COL)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.29	0.52	40	1.18	1.76	<u>WITHOUT ADEA</u>		
16	0.31	0.52	41	1.26	1.87	61	3.84	3.41
17	0.31	0.52	42	1.38	2.01	62	2.99	2.74
18	0.31	0.54	43	1.56	2.21	63	2.26	2.06
19	0.31	0.54	44	1.75	2.45	64	1.50	1.29
20	0.32	0.55	45	1.98	2.72	<u>WITH ADEA</u>		
21	0.33	0.57	46	2.20	2.95	61	5.01	4.44
22	0.35	0.58	47	2.43	3.15	62	4.73	4.24
23	0.35	0.58	48	2.38	3.10	63	4.56	3.98
24	0.35	0.58	49	2.85	3.35	64	4.24	3.61
25	0.35	0.58	50	3.05	3.41	65	3.77	3.14
26	0.35	0.58	51	3.21	3.48	66	3.62	2.95
27	0.35	0.58	52	3.33	3.56	67	3.39	2.72
28	0.43	0.74	53	3.55	3.67	68	3.46	2.68
29	0.51	0.88	54	3.80	3.61	69	3.46	2.68
30	0.59	0.99	55	4.14	3.85	70	3.92	3.04
31	0.68	1.06	56	4.48	3.94	71	4.38	3.41
32	0.78	1.14	57	4.83	4.11	72	4.85	3.76
33	0.86	1.31	58	4.98	4.13	73	5.81	4.52
34	0.97	1.44	59	4.98	4.05	74	6.79	5.27
			60	4.66	3.79			
35	0.96	1.53				75	7.76	6.03
36	1.07	1.59				76	8.73	6.79
37	1.09	1.64				77	9.71	7.54
38	1.11	1.67				78	11.65	9.04
39	1.13	1.70				79	13.60	10.54
						80	15.55	12.06
						81	17.48	13.56
						82	19.43	15.10
						83	23.32	18.12
						84	27.20	21.14

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(THREE MONTH WAITING PERIOD- 4% COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.32	0.58	40	1.27	1.90	<u>WITHOUT ADEA</u>		
16	0.34	0.58	41	1.36	2.02	61	3.91	3.47
17	0.34	0.58	42	1.49	2.16	62	3.03	2.78
18	0.34	0.59	43	1.67	2.38	63	2.30	2.09
19	0.34	0.59	44	1.88	2.63	64	1.52	1.31
20	0.35	0.61	45	2.12	2.91	<u>WITH ADEA</u>		
21	0.37	0.63	46	2.35	3.15	61	5.10	4.52
22	0.38	0.64	47	2.58	3.35	62	4.80	4.31
23	0.38	0.64	48	2.52	3.28	63	4.62	4.03
24	0.38	0.64	49	3.00	3.53	64	4.29	3.65
25	0.38	0.64	50	3.20	3.58	65	3.81	3.17
26	0.38	0.64	51	3.35	3.64	66	3.66	2.98
27	0.38	0.64	52	3.47	3.70	67	3.43	2.74
28	0.47	0.81	53	3.68	3.81	68	3.49	2.70
29	0.56	0.97	54	3.93	3.73	69	3.49	2.70
30	0.65	1.09	55	4.26	3.97	70	3.96	3.07
31	0.75	1.17	56	4.60	4.05	71	4.42	3.44
32	0.86	1.25	57	4.95	4.21	72	4.90	3.79
33	0.94	1.43	58	5.09	4.22	73	5.87	4.56
34	1.06	1.57	59	5.08	4.14	74	6.85	5.32
35	1.04	1.67	60	4.75	3.86	75	7.84	6.09
36	1.17	1.73				76	8.82	6.85
37	1.19	1.78				77	9.80	7.62
38	1.21	1.81				78	11.77	9.13
39	1.23	1.84				79	13.73	10.65
						80	15.70	12.18
						81	17.65	13.69
						82	19.62	15.25
						83	23.55	18.29
						84	27.46	21.35

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(THREE MONTH WAITING PERIOD- 5% COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.35	0.64	40	1.38	2.05	<u>WITHOUT ADEA</u>		
16	0.37	0.64	41	1.47	2.18	61	3.98	3.53
17	0.37	0.64	42	1.60	2.33	62	3.08	2.82
18	0.37	0.65	43	1.79	2.55	63	2.33	2.11
19	0.37	0.65	44	2.01	2.82	64	1.53	1.32
20	0.39	0.67	45	2.27	3.11	<u>WITH ADEA</u>		
21	0.40	0.69	46	2.50	3.35	61	5.19	4.60
22	0.42	0.71	47	2.74	3.55	62	4.88	4.38
23	0.42	0.71	48	2.66	3.47	63	4.68	4.09
24	0.42	0.71	49	3.16	3.71	64	4.34	3.69
25	0.42	0.71	50	3.36	3.75	65	3.84	3.20
26	0.42	0.71	51	3.50	3.80	66	3.69	3.00
27	0.42	0.71	52	3.61	3.85	67	3.46	2.77
28	0.52	0.89	53	3.82	3.95	68	3.53	2.73
29	0.62	1.07	54	4.06	3.86	69	3.53	2.73
30	0.72	1.19	55	4.38	4.08	70	4.00	3.10
31	0.82	1.28	56	4.72	4.16	71	4.47	3.47
32	0.94	1.37	57	5.07	4.32	72	4.95	3.83
33	1.03	1.57	58	5.21	4.32	73	5.93	4.60
34	1.16	1.71	59	5.19	4.23	74	6.92	5.37
			60	4.84	3.94			
35	1.14	1.82				75	7.91	6.15
36	1.27	1.89				76	8.90	6.92
37	1.29	1.93				77	9.89	7.69
38	1.31	1.96				78	11.88	9.22
39	1.33	1.99				79	13.86	10.75
						80	15.85	12.29
						81	17.82	13.82
						82	19.80	15.39
						83	23.77	18.47
						84	27.73	21.55

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(THREE MONTH WAITING PERIOD- 6% COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.39	0.70	40	1.48	2.21	<u>WITHOUT ADEA</u>		
16	0.41	0.70	41	1.58	2.34	61	4.05	3.59
17	0.41	0.70	42	1.72	2.50	62	3.13	2.87
18	0.41	0.72	43	1.92	2.74	63	2.36	2.14
19	0.41	0.72	44	2.15	3.01	64	1.55	1.34
20	0.43	0.74	45	2.42	3.32	<u>WITH ADEA</u>		
21	0.45	0.76	46	2.66	3.57	61	5.28	4.68
22	0.46	0.78	47	2.90	3.77	62	4.95	4.44
23	0.46	0.78	48	2.81	3.66	63	4.74	4.14
24	0.46	0.78	49	3.33	3.91	64	4.38	3.74
25	0.46	0.78	50	3.52	3.93	65	3.88	3.23
26	0.46	0.78	51	3.66	3.97	66	3.73	3.03
27	0.46	0.78	52	3.76	4.01	67	3.49	2.80
28	0.57	0.98	53	3.96	4.09	68	3.56	2.75
29	0.68	1.18	54	4.19	3.98	69	3.56	2.75
30	0.79	1.31	55	4.51	4.20	70	4.03	3.13
31	0.90	1.41	56	4.85	4.27	71	4.51	3.51
32	1.03	1.50	57	5.20	4.43	72	4.99	3.87
33	1.12	1.71	58	5.33	4.42	73	5.98	4.65
34	1.26	1.87	59	5.30	4.32	74	6.98	5.43
			60	4.94	4.01			
35	1.24	1.99				75	7.99	6.20
36	1.38	2.05				76	8.99	6.98
37	1.40	2.10				77	9.99	7.76
38	1.42	2.13				78	11.99	9.31
39	1.43	2.15				79	14.00	10.85
						80	16.00	12.41
						81	17.99	13.95
						82	19.99	15.54
						83	24.00	18.64
						84	27.99	21.76

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(SIX MONTH WAITING PERIOD-NO COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.17	0.29	40	0.79	1.17	<u>WITHOUT ADEA</u>		
16	0.18	0.29	41	0.84	1.26	61	2.76	2.45
17	0.18	0.30	42	0.92	1.37	62	2.16	1.98
18	0.19	0.30	43	0.99	1.42	63	1.65	1.50
19	0.19	0.31	44	1.11	1.59	64	1.10	0.95
20	0.20	0.31	45	1.28	1.74	<u>WITH ADEA</u>		
21	0.20	0.32	46	1.46	1.91	61	3.60	3.19
22	0.20	0.32	47	1.64	2.05	62	3.42	3.07
23	0.20	0.32	48	1.84	2.20	63	3.32	2.90
24	0.21	0.32	49	2.02	2.38	64	3.11	2.65
25	0.21	0.32	50	2.24	2.56	65	2.79	2.32
26	0.22	0.35	51	2.48	2.68	66	3.60	2.18
27	0.22	0.36	52	2.70	2.79	67	2.51	2.01
28	0.28	0.47	53	2.95	2.91	68	2.56	1.98
29	0.30	0.52	54	3.18	3.06	69	2.56	1.98
30	0.35	0.57	55	3.45	3.15	70	2.90	2.25
31	0.42	0.62	56	3.65	3.25	71	3.24	2.52
32	0.50	0.66	57	3.79	3.30	72	3.59	2.78
33	0.56	0.71	58	3.70	3.15	73	4.30	3.34
34	0.62	0.76	59	3.55	2.98	74	5.02	3.90
35	0.66	0.82	60	3.28	2.65	75	5.74	4.46
36	0.69	0.87				76	6.46	5.02
37	0.71	0.93				77	7.18	5.58
38	0.73	1.01				78	8.62	6.69
39	0.75	1.08				79	10.06	7.80
						80	11.50	8.92
						81	12.93	10.03
						82	14.37	11.17
						83	17.25	13.40
						84	20.12	15.64

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(SIX MONTH WAITING PERIOD- 2% COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.22	0.39	40	0.95	1.43	<u>WITHOUT ADEA</u>		
16	0.24	0.39	41	1.00	1.54	61	2.91	2.58
17	0.24	0.41	42	1.10	1.67	62	2.26	2.07
18	0.25	0.41	43	1.17	1.73	63	1.72	1.56
19	0.25	0.42	44	1.31	1.93	64	1.14	0.98
20	0.26	0.42	45	1.51	2.11	<u>WITH ADEA</u>		
21	0.26	0.43	46	1.70	2.29	61	3.79	3.36
22	0.26	0.43	47	1.88	2.42	62	3.58	3.21
23	0.26	0.43	48	2.07	2.57	63	3.46	3.02
24	0.28	0.43	49	2.24	2.74	64	3.22	2.74
25	0.28	0.43	50	2.44	2.90	65	2.87	2.39
26	0.29	0.47	51	2.68	3.01	66	2.76	2.24
27	0.29	0.48	52	2.89	3.11	67	2.58	2.07
28	0.36	0.62	53	3.12	3.22	68	2.64	2.04
29	0.39	0.67	54	3.33	3.35	69	2.64	2.04
30	0.45	0.73	55	3.58	3.42	70	2.99	2.32
31	0.53	0.79	56	3.80	3.51	71	3.34	2.60
32	0.63	0.83	57	3.96	3.55	72	3.70	2.86
33	0.70	0.89	58	3.88	3.37	73	4.43	3.44
34	0.76	0.95	59	3.74	3.17	74	5.17	4.02
			60	3.47	2.80			
35	0.80	1.02				75	5.91	4.59
36	0.84	1.08				76	6.65	5.17
37	0.86	1.15				77	7.39	5.75
38	0.88	1.24				78	8.88	6.89
39	0.90	1.33				79	10.36	8.03
						80	11.84	9.19
						81	13.32	10.33
						82	14.80	11.50
						83	17.76	13.80
						84	20.72	16.11

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(SIX MONTH WAITING PERIOD- 3% COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.25	0.43	40	1.02	1.55	<u>WITHOUT ADEA</u>		
16	0.26	0.43	41	1.08	1.66	61	2.96	2.62
17	0.26	0.45	42	1.18	1.80	62	2.30	2.11
18	0.28	0.45	43	1.26	1.86	63	1.74	1.58
19	0.28	0.46	44	1.41	2.07	64	1.15	1.00
20	0.29	0.46	45	1.61	2.26	<u>WITH ADEA</u>		
21	0.29	0.48	46	1.81	2.44	61	3.86	3.42
22	0.29	0.48	47	1.99	2.58	62	3.64	3.26
23	0.29	0.48	48	2.19	2.72	63	3.50	3.06
24	0.31	0.48	49	2.36	2.89	64	3.26	2.78
25	0.31	0.48	50	2.56	3.05	65	2.90	2.41
26	0.32	0.52	51	2.80	3.15	66	2.79	2.27
27	0.32	0.53	52	3.01	3.24	67	2.61	2.09
28	0.40	0.68	53	3.24	3.34	68	2.66	2.06
29	0.42	0.74	54	3.45	3.46	69	2.66	2.06
30	0.49	0.80	55	3.69	3.52	70	3.02	2.34
31	0.58	0.87	56	3.91	3.61	71	3.37	2.62
32	0.69	0.92	57	4.07	3.64	72	3.73	2.89
33	0.76	0.98	58	3.98	3.45	73	4.47	3.47
34	0.83	1.04	59	3.82	3.24	74	5.22	4.06
			60	3.54	2.86			
35	0.88	1.11				75	5.97	4.64
36	0.91	1.17				76	6.72	5.22
37	0.93	1.25				77	7.47	5.80
38	0.96	1.35				78	8.96	6.96
39	0.98	1.44				79	10.46	8.11
						80	11.96	9.28
						81	13.45	10.43
						82	14.94	11.62
						83	17.94	13.93
						84	20.92	16.26

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(SIX MONTH WAITING PERIOD- 4% COL)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.27	0.48	40	1.11	1.67	<u>WITHOUT ADEA</u>		
16	0.29	0.48	41	1.17	1.79	61	3.01	2.67
17	0.29	0.50	42	1.27	1.94	62	2.33	2.14
18	0.30	0.50	43	1.36	2.00	63	1.77	1.61
19	0.30	0.51	44	1.51	2.22	64	1.17	1.01
20	0.32	0.51	45	1.73	2.42	<u>WITH ADEA</u>		
21	0.32	0.53	46	1.93	2.60	61	3.92	3.48
22	0.32	0.53	47	2.12	2.73	62	3.69	3.32
23	0.32	0.53	48	2.32	2.87	63	3.55	3.10
24	0.34	0.53	49	2.48	3.04	64	3.30	2.81
25	0.34	0.53	50	2.69	3.20	65	2.93	2.44
26	0.35	0.57	51	2.93	3.30	66	2.81	2.29
27	0.35	0.58	52	3.13	3.38	67	2.64	2.11
28	0.44	0.75	53	3.36	3.46	68	2.69	2.08
29	0.47	0.82	54	3.56	3.58	69	2.69	2.08
30	0.54	0.88	55	3.80	3.62	70	3.05	2.36
31	0.64	0.95	56	4.02	3.71	71	3.40	2.65
32	0.76	1.00	57	4.17	3.73	72	3.77	2.92
33	0.83	1.07	58	4.07	3.53	73	4.52	3.51
34	0.91	1.14	59	3.91	3.31	74	5.27	4.10
35	0.96	1.21	60	3.61	2.92	75	6.03	4.68
36	0.99	1.28				76	6.78	5.27
37	1.02	1.36				77	7.54	5.86
38	1.04	1.46				78	9.05	7.02
39	1.06	1.56				79	10.56	8.19
						80	12.08	9.37
						81	13.58	10.53
						82	15.09	11.73
						83	18.11	14.07
						84	21.13	16.42

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(SIX MONTH WAITING PERIOD- 5% COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.30	0.53	40	1.19	1.81	<u>WITHOUT ADEA</u>		
16	0.32	0.53	41	1.26	1.93	61	3.06	2.72
17	0.32	0.54	42	1.37	2.08	62	2.37	2.17
18	0.33	0.54	43	1.46	2.14	63	1.79	1.63
19	0.33	0.56	44	1.62	2.38	64	1.18	1.02
20	0.35	0.56	45	1.85	2.59	<u>WITH ADEA</u>		
21	0.35	0.58	46	2.05	2.77	61	3.99	3.54
22	0.35	0.58	47	2.24	2.90	62	3.75	3.37
23	0.35	0.58	48	2.45	3.04	63	3.60	3.14
24	0.37	0.58	49	2.62	3.20	64	3.33	2.84
25	0.37	0.58	50	2.82	3.36	65	2.96	2.46
26	0.38	0.63	51	3.06	3.44	66	2.84	2.31
27	0.38	0.64	52	3.26	3.51	67	2.66	2.13
28	0.48	0.82	53	3.49	3.59	68	2.71	2.10
29	0.51	0.90	54	3.68	3.70	69	2.71	2.10
30	0.60	0.97	55	3.91	3.73	70	3.07	2.39
31	0.71	1.05	56	4.12	3.81	71	3.43	2.67
32	0.83	1.10	57	4.27	3.82	72	3.81	2.95
33	0.91	1.17	58	4.16	3.61	73	4.56	3.54
34	1.00	1.24	59	3.99	3.38	74	5.32	4.13
35	1.04	1.32	60	3.68	2.97	75	6.08	4.73
36	1.08	1.39				76	6.85	5.32
37	1.10	1.47				77	7.61	5.92
38	1.12	1.59				78	9.14	7.09
39	1.14	1.68				79	10.66	8.27
						80	12.19	9.46
						81	13.71	10.63
						82	15.23	11.84
						83	18.29	14.21
						84	21.33	16.58

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

TOTAL AND PERMANENT DISABILITY BENEFIT PREMIUM RATES
(SIX MONTH WAITING PERIOD- 6% COLI)

The age at nearest birthday on the date the Contract Year commences determines the Consideration for each such Contract Year.

Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Benefit to age 65 Monthly Rate for \$1,000 Yearly Disability Benefit		Age Nearest Birthday	Monthly Rate for \$1,000 Yearly Disability Benefit	
	Males	Females		Males	Females		Males	Females
15	0.33	0.58	40	1.29	1.95	<u>WITHOUT ADEA</u>		
16	0.35	0.58	41	1.35	2.08	61	3.11	2.76
17	0.35	0.60	42	1.47	2.24	62	2.40	2.20
18	0.37	0.60	43	1.56	2.30	63	1.81	1.65
19	0.37	0.62	44	1.73	2.55	64	1.19	1.03
20	0.39	0.62	45	1.97	2.76	<u>WITH ADEA</u>		
21	0.39	0.64	46	2.19	2.95	61	4.06	3.60
22	0.39	0.64	47	2.38	3.08	62	3.81	3.42
23	0.39	0.64	48	2.59	3.21	63	3.65	3.19
24	0.41	0.64	49	2.75	3.37	64	3.37	2.87
25	0.41	0.64	50	2.96	3.52	65	2.99	2.48
26	0.42	0.69	51	3.19	3.60	66	2.87	2.33
27	0.42	0.70	52	3.39	3.66	67	2.69	2.15
28	0.53	0.90	53	3.62	3.72	68	2.74	2.12
29	0.57	0.99	54	3.80	3.82	69	2.74	2.12
30	0.66	1.07	55	4.02	3.84	70	3.10	2.41
31	0.77	1.15	56	4.23	3.91	71	3.47	2.70
32	0.91	1.21	57	4.38	3.92	72	3.84	2.98
33	1.00	1.28	58	4.26	3.69	73	4.60	3.57
34	1.09	1.35	59	4.07	3.45	74	5.37	4.17
			60	3.75	3.03			
35	1.14	1.44				75	6.14	4.77
36	1.17	1.51				76	6.91	5.37
37	1.20	1.60				77	7.68	5.97
38	1.22	1.72				78	9.23	7.16
39	1.24	1.82				79	10.77	8.35
						80	12.31	9.55
						81	13.84	10.73
						82	15.38	11.95
						83	18.46	14.34
						84	21.53	16.74

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
VOLUME DISCOUNT

A Volume Discount is used as follows:

<u>MONTHLY PREMIUM</u>	<u>VOLUME DISCOUNT FOR CASES WITH LESS THAN 100 LIVES</u>	<u>VOLUME DISCOUNT FOR CASES WITH 100 OR MORE LIVES</u>
Under \$ 800	0%	10%
\$ 800 to 899	1	11
900 to 999	2	12
1,000 to 1,099	3	13
1,100 to 1,199	4	14
1,200 to 1,299	5	15
1,300 to 1,399	6	15
1,400 to 1,599	7	15
1,600 to 1,799	8	15
1,800 to 1,999	9	15
2,000 to 2,499	10	15
2,500 to 2,999	11	15
3,000 to 3,499	12	15
3,500 to 3,999	13	15
4,000 to 4,499	14	15
4,500 to 4,999	15	15
5,000 to 5,999	16	16
6,000 to 7,499	17	17
7,500 to 9,999	18	18
10,000 to 12,499	19	19
12,500 to 14,999	20	20
15,000 to 19,999	21	21
20,000 to 24,999	22	22
25,000 to 29,999	23	23
30,000 to 34,999	24	24
35,000 and over	25	25

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

INDUSTRY FACTORS

	<u>Factor</u>
Professional & Membership Organizations	.85
Health Practitioner Offices (MD's, Dentists, Osteopaths, etc.)	.85
Colleges and other Educational Institutions:	
Faculty, Administrators, Teaching Assts. etc:	
Non-Urban areas	.85
Urban areas	1.00
Other staff, maintenance workers, etc.	1.15
Libraries	.85
Hospitals & Nursing Homes:	
Professional Staff, Administration	1.10
Other staff, maintenance workers etc.	1.25
Medical Laboratories	.85
Museums	.80
Religious Organizations:	
Excluding Clergy	.90
Clergy	1.20
Social Services:	
Professionals & Office Staff	.90
Other staff, maintenance workers	1.20
Government & Public Administration:	
Including Police, Firefighters	Rate determined individually by Home Office
Excluding Police, Firefighters	1.00

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

OTHER DISCOUNTS, LOADS AND OPTIONS

1. For plans with 200 or more lives, a 5% discount is applied to any group with an average earnings level greater than \$30,000 per year.
2. This is a Non-Contributory policy. For plans with 200 or more lives, a 5% discount is applied.
3. For plans with 200 or more lives, plans with no blue collar employees receive a 15% discount. If a plan has blue collar employees, the plan's rate is loaded 1% for every 1% of blue collar employees in membership. This adjustment is not used if an industry factor is applicable.
4. Plans with less than 100 lives are loaded 10%. Plans with 100-199 lives are loaded 5%.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

SELF-ADMINISTRATION OR SELF-ACCOUNTING

There are no discounts for self-administration or self-accounting.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

MANNER OF COMPUTATION

Rates of Disability

For the six-month waiting period plans, 90% of the group LTD rates contained in the 1984 Reports for Non-Jumbo Groups were used.

The relationship of 3 month to 6 month elimination period plans for all size groups combined from the 1984 Reports was applied to the Non-Jumbo unit 6 month rates to develop the rates for 3 month plans.

Claim Termination Rates

The claim termination rates for disability benefits without Cost of Living Supplements are developed from the 1987 Group Long Term Disability Basic Table. For benefits with Cost of Living Supplements, these termination rates are reduced by an amount which increases with duration to reflect anticipated lower rates of termination due to presence of the supplement.

Interest

6.5% per year

Loading

30% of gross premium – 20% for claim expenses, 10% for profit and risk charge

Loss Ratio

The expected loss ratios are 70% for groups with less than 50 lives and groups with 50 lives and more.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

COMMISSIONS AND FEES

No commissions and fees are paid.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

RESERVE BASIS

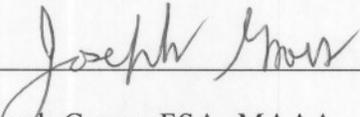
Disabled claims are valued using the termination rates contained in the 1987 Commissioners Group Disability Table and at a valuation interest rate equal to the valuation rate for a single premium immediate annuity with an issue year equal to the claim incurral year, less 1%.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY
GROUP DISABILITY INCOME INSURANCE POLICY
POLICY FORM GDI-2010

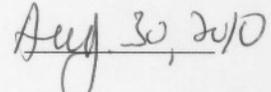
ACTUARIAL CERTIFICATION

I hereby certify that:

- a) this policy complies with all applicable laws and regulations of this state;
- b) this policy complies with Actuarial Standard of Practice No. 8 "Regulatory Filings for Rates and Financial Projections for Health Plans" as adopted by the Actuarial Standards Board;
- c) the expected loss ratio meets the minimum requirements of this state;
- d) the benefits are reasonable in relation to the premiums charges; and
- e) the rates are not unfairly discriminatory.



Joseph Gross, FSA, MAAA
Vice President and Actuary
Mutual of America Life Insurance Company



Date

320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

November 17, 2010

Dan Honey
Analyst
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

NAIC No. 88668

Re: Form No. GDI-2010
Form No. GI-APP-2010
Form No. GDI-C-2010
Form No. GDI-2010-A1
Form No. GDI-2010-CHANGE
Form No. GDI-C-2010-CHANGE

Dear Mr. Honey:

To the best of our knowledge and belief, this submission complies with the laws and regulations of the State of Arkansas.

We are submitting the above-captioned forms for your approval. These forms are new and, when approved, will be used on a general basis as set forth below.

Policy form GDI-2010 will serve as the group disability income insurance policy between Mutual of America Life Insurance Company ("the Company") and an employer who agrees to provide his employees with such coverage. Policy form GDI-2010 will replace policy form GD-3403(NC) approved by your Department on February 2, 2001.

Application form GI-APP-2010 will be used as the application between the Company and the employer for policy form GDI-2010. Application form GI-APP-2010 will replace application form GL-APP-3400 approved by your Department on February 2, 2001. The application will also be used for a group life insurance policy that will be filed separately in the near future. With the submission of this group disability income insurance policy, however, we seek approval for use of this application form with policy form GDI-2010 only. We hereby commit that we will not utilize this application form for group life applicants until it is approved for group life insurance.

Group disability income insurance certificate form GDI-C-2010 will be used as the individual certificate for policy form GDI-2010. Certificate form GDI-C-2010 will replace certificate form GI-3404-AS, approved by your Department on February 2, 2001.

Amendment form GDI-2010-A1 will amend policy form GDI-2010 in the event of an employer having affiliates that they wish to include under their policy.

Change form amendment GDI-2010-CHANGE will be used with group disability income insurance policy GDI-2010. Change form amendment GDI-C-2010-CHANGE will be used with group disability income insurance certificate GDI-C-2010. These amendments will be used to reflect subsequent changes, after the policy issue date, as requested by the policy holder to the Specifications Sections.

Previously approved amendment form NAMECHANGE-2006 (copy attached) will be used with policy form GDI-2010 to reflect any subsequent change in the name of the policy holder or employer. Amendment form NAMECHANGE-2006 was approved by the Arkansas Department of Insurance on June 1, 2007.

Thank you for reviewing this submission. If you have any questions, please call me at (212) 224-1207 or e-mail me at shawn.rendon@mutualofamerica.com.

Sincerely,

A handwritten signature in cursive script that reads "Shawn Rendon".

Shawn Rendon
Document Specialist
State Compliance & Government Regulations