

# THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

A Stock Life Insurance Company  
360 Hamilton Avenue, Suite 210  
White Plains, New York 10601-1871  
(914) 989-4400

## GROUP TERM LIFE INSURANCE CERTIFICATE AND SUMMARY PLAN DESCRIPTION NONPARTICIPATING

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POLICYHOLDER:	New York University
GROUP POLICY NUMBER:	430540-A
GROUP POLICY EFFECTIVE DATE:	January 01, 2005
GROUP POLICY ANNIVERSARY DATE:	January 01, 2006 and each future January 1
STATE: OF ISSUE:	New York

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The Table of Contents on the next page will help you locate important items, such as the date you become eligible, the benefits and definitions of terms.

This certificate details the main features of the insurance provided under the Group Policy issued to the Policyholder by The Standard Life Insurance Company of New York (Standard). Subject to the terms and conditions of the Group Policy, you are insured for the benefits described in this certificate. Nothing in the Group Policy, or any amendment or endorsement to the Group Policy, invalidates or impairs any rights and benefits granted to you as stated in the certificate, and the rights and benefits granted to you will not be less than those required by New York law. If the terms and conditions of coverage are changed by an amendment or endorsement to the Group Policy, we will provide the Policyholder with a revised certificate, or certificate amendment or endorsement, to be given to you.

**This certificate includes an Accelerated Benefit. The receipt of this benefit may be taxable and may affect your eligibility for public assistance programs such as medical assistance (Medicaid), family assistance and supplemental security income. It may also affect the eligibility of your spouse or dependents. However, if you meet the definition of "terminally ill individual" in Internal Revenue Code section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.**

Unless defined differently within a particular provision, the terms "you" and "your" mean the insured Employee. Other defined terms appear with their initial letters capitalized.

This certificate replaces any other certificates that may have been previously issued to you describing this insurance.



President

**READ YOUR CERTIFICATE CAREFULLY. CERTAIN WAR RISKS ARE NOT ASSUMED. IN CASE OF ANY DOUBT WRITE THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK FOR FURTHER EXPLANATION.**

**FOR FACULTY (102), PROFESSIONAL RESEARCH STAFF (103), AND ADMINISTRATIVE AND PROFESSIONAL STAFF (100) EMPLOYEES**

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## PART 1: BENEFITS AT A GLANCE

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### ELIGIBILITY

**Employer(s)**

New York University

**Eligible Class(es)**

All active full-time faculty (102), professional research staff (103), and administrative and professional staff (100) Employees

All Retired faculty (102), professional research staff (103), and administrative and professional staff (100) Employees

This Summary Plan Description applies to faculty (102), professional research staff (103), and administrative and professional staff (100) Employees. Other classes are also covered under the Plan. Contact your Plan Administrator for further information.

**Work Test**

For all faculty Employees:

You must be appointed in a full-time position to be considered a full-time Employee under the Group Policy.

For all non-faculty Employees:

You must work at least 35 hours per week to be considered a full-time Employee under the Group Policy.

For all Eligible Retirees:

You are not required to meet the Work Test to be considered a Retired Employee under the Group Policy.

**Waiting Period**

For Employees or Retired Employees in an Eligible Class on the Group Policy Effective Date:

For all eligible Employees or Eligible Retirees: None

For Employees or Retired Employees who enter an Eligible Class after the Group Policy Effective Date:

For all eligible Employees or Eligible Retirees: None

### BASIC LIFE INSURANCE FOR EMPLOYEES

**(A) A Death Benefit**

...will be paid to the Beneficiary. See "PART 3: SCHEDULE OF BENEFITS," for the amount to be paid.

**(B) A Waiver of Life Insurance Premium Benefit**

...will be provided during your continuous Total Disability. Your Life Insurance will be continued without premium payments during your Total disability. See "PART 4: TYPES OF BENEFITS, The Waiver of Life Insurance Premium Benefit," for more information.

**(C) An Accelerated Benefit**

...may be provided if you have a Terminal Illness. See "PART 4: TYPES OF BENEFITS, The Accelerated Benefit," for more information.

**(D) A Conversion Privilege**

...permits you to purchase an individual life insurance policy, without providing Evidence of Insurability, when your Life Insurance ceases. See "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance" for more information on converting your Life Insurance.

**(E) A Portability Provision**

... permits you to continue your Life Insurance after your employment terminates. See "PART 6: WHEN INSURANCE CEASES, Portability of Insurance," for more information.

I\_SB.LI.C1.05X (GCNYTC1002-LIFE)

**OPTIONAL LIFE INSURANCE FOR EMPLOYEES**

**(A) A Death Benefit**

...will be paid to the Beneficiary. See "PART 3: SCHEDULE OF BENEFITS," for the amount to be paid.

**(B) A Waiver of Life Insurance Premium Benefit**

...will be provided during your continuous Total Disability. Your Life Insurance will be continued without premium payments during your Total disability. See "PART 4: TYPES OF BENEFITS, The Waiver of Life Insurance Premium Benefit," for more information.

**(C) An Accelerated Benefit**

...may be provided if you have a Terminal Illness. See "PART 4: TYPES OF BENEFITS, The Accelerated Benefit," for more information.

**(D) A Conversion Privilege**

...permits you to purchase an individual life insurance policy, without providing Evidence of Insurability, when your Life Insurance ceases. See "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance" for more information on converting your Life Insurance.

**(E) A Portability Provision**

... permits you to continue your Life Insurance after your employment terminates. See "PART 6: WHEN INSURANCE CEASES, Portability of Insurance," for more information.

**No Optional Life Insurance Death Benefit Will Be Paid**

...if your death results from suicide or other intentionally self-inflicted injury. See "PART 4: TYPES OF BENEFITS" for more information.

YI\_SB.LI.C1.05X (GCNYTC1002-LIFE)

## **LIFE INSURANCE FOR RETIRED EMPLOYEES**

**(A) A Death Benefit**

...will be paid to the Beneficiary. See "PART 3: SCHEDULE OF BENEFITS," for the amount to be paid.

**(B) A Conversion Privilege**

...permits you to purchase an individual life insurance policy, without providing Evidence of Insurability, when your Life Insurance ceases. See "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance" for more information on converting your Life Insurance.

**YI\_SB.LI.C1.09X (GCNYTC1002-LIFE)**

**ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR EMPLOYEES**

**(A) An AD&D Benefit**

...will be paid to you if you are living; otherwise to the Beneficiary. See "PART 4: TYPES OF BENEFITS, ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE," for more information.

**(B) Additional AD&D Benefits**

...will be paid if you suffer a loss while properly wearing a Seat Belt System. See "PART 4: TYPES OF BENEFITS, ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE," for more information.

...will be paid if you suffer loss of life at least 200 miles from your principal residence. See "PART 4: TYPES OF BENEFITS, ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE," for more information.

**No AD&D Will Be Paid**

...if your death or other loss is caused or contributed to by:

- (1) a disease or illness of any kind, except as a result of the accident; or
- (2) suicide, while sane or insane; or
- (3) an intentionally self-inflicted condition, while sane or insane; or
- (4) War or act of War; or
- (5) committing or attempting to commit a felony, or actively participating in a riot; or
- (6) intoxication or being under the influence of a narcotic, unless used or consumed according to the directions of a Physician.

YI\_SB.LI.C1.02X (GCNYTC1002-LIFE.ADD1.1)

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## **PART 2: ELIGIBILITY**

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### **TO BE ELIGIBLE FOR EMPLOYEE INSURANCE**

#### **To Be Eligible for Insurance**

...you must be in an Eligible Class and meet any required Work Test as set forth in "PART 1: BENEFITS AT A GLANCE."

#### **You Will Become Eligible for Employee Insurance**

...on the following date:

- (1) the Group Policy Effective Date, if you are in an Eligible Class on that date; or
- (2) on the date you enter an Eligible Class, if you enter the class after the Group Policy Effective Date;

provided you meet the Active Work Requirement as set forth in "PART 2: ELIGIBILITY" on the date you are to become eligible.

#### **If You Are Rehired**

...within 1 year of the date employment ceased, you will become eligible for insurance on:

- (1) the date of your re-entry into an Eligible Class, if you meet any required Work Test as set forth in "PART 1: BENEFITS AT A GLANCE" and you were previously insured under the Group Policy; or
- (2) the date you become eligible for insurance as set forth in "PART 2: ELIGIBILITY, You Will Become Eligible for Employee Insurance," if you were not previously insured under the Group Policy. All full months of service in an Eligible Class prior to the date employment ceased will be used in determining this date;

provided you meet the Active Work Requirement as set forth in "PART 2: ELIGIBILITY" on the date you are to become eligible.

### **TO BECOME INSURED FOR EMPLOYEE LIFE INSURANCE**

#### **To Become Insured for Employee Life Insurance:**

##### **Under the Basic Schedule**

...you must be eligible for insurance.

##### **Under the Optional Schedule**

...you must be eligible for insurance and you must give Written Election to your Employer within 31 days after the date you become eligible. Otherwise, Evidence of Insurability satisfactory to Standard will also be required.

**Your Insurance Will Become Effective:**

**Under the Basic Schedule**

...on the date you become eligible, provided you meet the Active Work Requirement as set forth in "PART 2: ELIGIBILITY" on the date your insurance is to begin.

**Under the Optional Schedule**

...on the latest of:

- (1) the date you become eligible, if your Written Election is given to your Employer on or before that date; or
- (2) the date your Employer receives your Written Election, if it is given within 31 days after the date you become eligible; or
- (3) the date Standard approves your Evidence of Insurability, furnished at no cost to Standard, if your Written Election is given to your Employer more than 31 days after you become eligible; or
- (4) the date of a Special Life Event, if your Written Election is given to your Employer on or before that date; or
- (5) the date your Employer receives your Written Election, if it is given within 31 days after a Special Life Event;

provided you meet the Active Work Requirement as set forth in "PART 2: ELIGIBILITY" on that date.

**YI\_SB.LI.C2.10X (GCNYTC1002-LIFE)**

**TO BECOME INSURED FOR EMPLOYEE ACCIDENTAL DEATH AND  
DISMEMBERMENT (AD&D) INSURANCE**

**To Become Insured for Employee Accidental Death and Dismemberment Insurance:**

... you must be insured for Life Insurance.

**Your Accidental Death and Dismemberment Insurance Will Become Effective:**

...on the date you become eligible, provided you meet the Active Work Requirement as set forth in "PART 2: ELIGIBILITY" on the date your insurance is to begin, and are insured for Life Insurance.

YI\_SB.LI.C2.04X (GCNYTC1002-LIFE.ADD2.1)

## **TO BE ELIGIBLE FOR RETIREE INSURANCE**

### **To Be Eligible for Insurance**

...you must be in an Eligible Class as set forth in "PART 1: BENEFITS AT A GLANCE."

### **You Will Become Eligible for Retiree Insurance:**

...on the following date:

- (1) the Group Policy Effective Date, if you are in an Eligible Class on that date; or
- (2) on the date you enter an Eligible Class, if you enter the class after the Group Policy Effective Date.

## **TO BECOME INSURED FOR RETIREE LIFE INSURANCE**

### **To Become Insured for Retiree Life Insurance:**

...you must be an Eligible Retiree.

### **Your Retiree Life Insurance Will Become Effective:**

...on the latest of:

- (1) the date you become eligible, if your Written Election is given to your Employer on or before that date; or
- (2) the date your Employer receives your Written Election, if it is given within 31 days after the date you become eligible.

**YI\_SB.LI.C2.19X (GCNYTC1002-LIFE)**

## **ACTIVE WORK REQUIREMENT**

### **To Become Eligible for Employee Insurance**

...you must be capable of Active Work on the day you are to become eligible. If you are incapable of Active Work on that date, you will become eligible on the date after you complete 5 day(s) of Active Work as an Employee.

### **For Your Insurance to Become Effective**

...you must be Actively at Work on the date your insurance is to begin. If you are incapable of Active Work on that date, your insurance will not become effective until the day after you have completed 5 day(s) of Active Work.

If you were covered under your Employer's prior group life insurance plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without being Actively at Work. The benefits payable for your death or dismemberment before you are Actively at Work will be the benefits which would have been payable under the terms of that prior plan if it had remained in force, reduced by any benefits payable under that prior plan.

**YI\_SB.LI.C2.13 (GCNYTC1002-LIFE)**

## **COST FOR LIFE INSURANCE**

### **The Cost for Your:**

#### **Life Insurance Under the Basic Schedule**

... is paid by your Employer.

#### **Life Insurance Under the Optional Schedule**

##### **Active full-time Employees:**

... is paid by you and your Employer. Your share of the insurance cost is deducted from your wages. You will be informed of your monthly cost when you enroll in the plan. If the cost to you changes, you will be notified by your Employer.

##### **Retiree Life Insurance**

... is paid by you and your Employer. Your share of the insurance cost must be remitted to your Employer. You will be informed of your monthly cost when you enroll in the plan. If the cost to you changes, you will be notified by your Employer.

Generally near the Group Policy Anniversary Date, Standard reviews the plan and the premiums being charged. If a premium change is to be made, Standard will notify your Employer.

**YI\_SB.LI.C2.17X (GCNYTC1002-LIFE)**

## **COST FOR ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE**

### **The Cost for Your:**

#### **Accidental Death and Dismemberment Insurance**

... is paid by your Employer.

Generally near the Group Policy Anniversary Date, Standard reviews the plan and the premiums being charged. If a premium change is to be made, Standard will notify your Employer.

YI\_SB.LI.C2.31 (GCNYTC1002-LIFE.ADD2.3)

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## PART 3: SCHEDULE OF BENEFITS

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### **FOR ACTIVE EMPLOYEES**

The amounts for which you are insured at any date are as follows:

**The Amount of Life Insurance Under the Basic Schedule**

...will be equal to \$100,000

**The Amount of Life Insurance Under the Optional Schedule**

All active full-time faculty (102), professional research staff (103), and administrative and professional staff (100) Employees with an Annual Wage of \$150,000 or less

...will be equal to a multiple of your Annual Wage selected by you in accordance with the following schedule:

Option 1:	0.5 times your Annual Wage.
Option 2:	1.0 times your Annual Wage.
Option 3:	1.5 times your Annual Wage.
Option 4:	2.0 times your Annual Wage.
Option 5:	2.5 times your Annual Wage.
Option 6:	3.0 times your Annual Wage.

The amount of Life Insurance will be rounded to the next higher multiple of \$1,000, if not already such a multiple. In no event will the amount of Optional Life Insurance exceed \$300,000;

All active full-time faculty (102), professional research staff (103), and administrative and professional staff (100) Employees with an Annual Wage of more than \$150,000

...will be equal to a multiple of your Annual Wage selected by you in accordance with the following schedule:

Option 1:	0.5 times your Annual Wage.
Option 2:	1.0 times your Annual Wage.
Option 3:	1.5 times your Annual Wage.
Option 4:	2.0 times your Annual Wage.

The amount of Life Insurance will be rounded to the next higher multiple of \$1,000, if not already such a multiple. In no event will the amount of Optional Life Insurance exceed \$450,000;

**Reductions in Basic Life Insurance Amounts Will Be Made**

... when your attained age changes. If you reach an age shown below, the amount of Life Insurance will be the amount determined by your attained age on the last January 1st:

Attained Age on Last January 1	Amount of Life Insurance in \$	Attained Age on Last January 1	Amount of Life Insurance in \$
Less than 21	100,000	51	50,000
21	97,116	52	50,000
22	95,673	53	50,000
23	94,233	54	50,000
24	93,565	55	50,000
25	92,898	56	50,000

Attained Age on Last January 1	Amount of Life Insurance in \$	Attained Age on Last January 1	Amount of Life Insurance in \$
26	92,230	57	50,000
27	91,566	58	50,000
28	90,745	59	50,000
29	89,924	60	50,000
30	89,102	61	50,000
31	87,959	62	50,000
32	86,815	63	50,000
33	84,681	64	50,000
34	82,694	65	46,500
35	79,086	66	43,013
36	75,906	67	39,787
37	73,079	68	36,803
38	70,548	69	34,043
39	67,214	70	31,490
40	63,460	71	28,971
41	60,231	72	26,653
42	57,655	73	24,521
43	54,839	74	22,682
44	52,473	75	20,981
45	50,451	76	19,407
46	50,000	77	17,951
47	50,000	78	16,515
48	50,000	79	15,111
49	50,000	80 or over	13,751
50	50,000		

**Changes Will Be Made**

...when your attained age changes as of the January 1<sup>st</sup> coinciding with or next following your change in attained age.

...when your Annual Wage changes and will be adjusted on the date of the change in Annual Wage, except if you are not Actively at Work on the effective date of the change in your Annual Wage, the adjustment will not take effect until the day after you have completed 5 full consecutive days of Active Work.

...when your eligible class changes, and will be adjusted on the date of the change in eligible class.

**Changes in the Option Level of Annual Wage For Which You Are Insured**

...may be made if you make Written Election for an Option change or level of Annual Wage change of insurance other than the one for which you are insured. Subject to the Active Work

Requirement shown in "PART 2: ELIGIBILITY," the change in Option or level of Annual Wage will take effect on the later of:

- (1) the date Standard approves your Evidence of Insurability furnished at no cost to Standard, if you are requesting an Option change or level of Annual Wage change which provides a greater amount of insurance; or
- (2) the date of a Special Life Event if your Employer receives your Written Election requesting an Option change or level of Annual Wage change which provides a greater amount of insurance; or
- (3) the date your Employer receives your Written Election requesting an Option change or level of Annual Wage change which provides a greater amount of insurance, if the request is made within 31 days following a Special Life Event; or
- (4) the first day of the month which falls on or next follows the date your Employer receives your Written Election, if you are requesting an Option change or level of Annual Wage change that provides a lesser amount of insurance.

**The Amount of Life Insurance That Can Be Accelerated**

...can equal up to 75% of the amount of Life Insurance for which you are insured not to exceed a maximum of \$500,000, subject to the other limits in "PART 4: TYPES OF BENEFITS, The Accelerated Benefit."

**YI\_SB\_LI.C3.01 (GCNYTC1002-LIFE)**

**The Full Amount of Accidental Death and Dismemberment Benefit**

...will be equal to \$20,000

**Reductions in Accidental Death and Dismemberment Amounts Will Be Made**

... when your attained age changes. If you reach an age shown below, the amount of Accidental Death and Dismemberment Benefit will be the amount determined by your attained age on the last January 1st:

Attained Age on Last January 1	Amount of Accidental Death and Dismemberment Insurance in \$
Less than 65	20,000
65	18,600
66	17,205
67	15,915
68	14,721
69	13,617
70	12,596
71	11,588
72	10,661
73	9,808
74	9,072
75	8,392
76	7,763
77	7,181
78	6,607
79	6,045
80 or over	5,501

YI\_SB\_LI.C3.08X (GCNYTC1002-LIFE.ADD3.1)

**FOR RETIRED EMPLOYEES**

The amount for which you are insured is as follows:

**(A) The Amount of Life Insurance**

...will be determined as follows:

If You Are a Retired Employee Who Was Insured As a Retired Employee on December 31, 2004 Under the Policy Replaced by the Group Policy Issued by Standard

...the amount will be equal to the amount of Life Insurance under the Retiree Basic Schedule in effect for you on December 31, 2004 under the policy replaced by the Group Policy issued to your Employer by Standard.

If You Are a Retired Employee Who Retires on or after January 1, 2005 and You Meet the Definition of a Retired Employee as set forth in "PART 9: DEFINITIONS"

...the amount will be equal to the amount of Life Insurance under the Basic Schedule in effect for you on your last full day of Active Work before your retirement.

**(B) Reductions in Life Insurance Amounts Will Be Made**

... when your attained age changes. If you reach an age shown below, the amount of Life Insurance will be the amount determined by your attained age on the last January 1:

Attained Age on Last January 1	Amount of Life Insurance in \$	Attained Age on Last January 1	Amount of Life Insurance in \$
Less than 21	100,000	51	39,921
21	97,116	52	38,736
22	95,673	53	37,540
23	94,233	54	36,464
24	93,565	55	35,489
25	92,898	56	34,615
26	92,230	57	33,786
27	91,566	58	33,089
28	90,745	59	32,459
29	89,924	60	31,896
30	89,102	61	31,364
31	87,959	62	30,846
32	86,815	63	30,389
33	84,681	64	29,973
34	82,694	65	26,676
35	79,086	66	23,742
36	75,906	67	21,130
37	73,079	68	18,806
38	70,548	69	16,737
39	67,214	70	15,231
40	63,460	71	13,860

Attained Age on Last January 1	Amount of Life Insurance in \$	Attained Age on Last January 1	Amount of Life Insurance in \$
41	60,231	72	12,613
42	57,655	73	11,477
43	54,839	74	10,444
44	52,473	75	9,504
45	50,451	76	8,649
46	48,389	77	7,871
47	46,368	78	7,162
48	44,448	79	6,518
49	42,843	80	5,931
50	41,328	81	5,397
		82 & over	5,000

**Changes Will Be Made**

...when your attained age changes on the January 1<sup>st</sup> coinciding with next following the date of your attained age change.

**YI\_SB\_LI.C3.13X (GCNYTC1002-LIFE)**

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## **PART 4: TYPES OF BENEFITS**

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### **LIFE INSURANCE BENEFITS FOR EMPLOYEES AND RETIRED EMPLOYEES**

**(A) The Death Benefit**

...will be paid by Standard, if you die while insured for Life Insurance under the Group Policy. Proof of Loss satisfactory to Standard must be received before the Death Benefit will be paid. The Death Benefit will be the amount set forth in "PART 3: SCHEDULE OF BENEFITS, The Amount of Life Insurance."

**No Optional Life Insurance Death Benefit Will Be Paid**

...if your death results from suicide or other intentionally self-inflicted injury.

This exclusion will apply to the amount of your Optional Life Insurance which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, Standard will include time you were insured under the Employer's prior plan.

Standard will refund all premiums paid for that portion of your Optional Life Insurance which is excluded from payment under this suicide exclusion.

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof of Loss.

**(B) The Waiver Of Life Insurance Premium Benefit For Employees**

...will be provided during your continued Total Disability. Your Life Insurance will be continued without premium payments during your Total Disability if such disability:

- (1) began while you were insured under the Group Policy other than as a Retired Employee; and
- (2) began before you became age 70; and
- (3) continued for 6 consecutive months.

See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof of Loss. If you prefer, you may instead buy an individual policy of life insurance if your employment terminates because of a Total Disability. See "PART 6: WHEN INSURANCE CEASES, Conversion Of Life Insurance," for more information.

**If Death Occurs Before Initial Proof is Given**

...the Death Benefit will be paid if:

- (1) death occurs within 6 months from the date Total Disability starts; and
- (2) Proof of Loss is given within 12 months of death; and
- (3) such proof shows that Total Disability was continuous from the date it began until the date of death.

**The Amount of Life Insurance During Total Disability**

...under the Waiver of Life Insurance Premium Benefit will be the amount for which you were insured at the start of Total Disability, except:

- (1) if you had not been Totally Disabled; and
- (2) your amount of Life Insurance would have been reduced under the provisions of the Group Policy that were in effect at the start of your Total Disability;

the amount of Life Insurance continued under this benefit for you will also be reduced under those provisions.

In no event will your Life Insurance be increased while you are Totally Disabled.

At any time you can apply to convert all or a portion of the amount of Life Insurance continued under the Waiver of Life Insurance Premium Benefit. The amount of Life Insurance you continue will be reduced by any amount of Life Insurance you convert.

**If the Conversion Provision Is Used Before Waiver Approved**

...and a Standard individual policy of life insurance was issued to you under "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance," payment can be made under either "PART 4: TYPES OF BENEFITS, The Death Benefit" or the individual policy, not both. Before payment can be made under "PART 4: TYPES OF BENEFITS, The Death Benefit," the individual policy must be surrendered to Standard without claim except for the return of any premiums paid. If Standard made payment under the individual policy, any Death Benefit payable under the Group Policy will be reduced by the amount paid under the individual policy.

**Insurance Continued Under The Waiver of Life Insurance Premium Benefit Will Cease**

...on the earliest of the following events:

- (1) the date you cease to be Totally Disabled; or
- (2) the date you become age 70. If, when insurance ceases under this subsection (2), you meet the definition of Retired Employee as set forth in "PART 9: DEFINITIONS," you will be considered to have retired on the date insurance ceased. Insurance will be continued under this benefit for you as a Retired Employee; or
- (3) the date you fail to give proof of continuous Total Disability, as required.

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

**When the Waiver of Life Insurance Premium Benefit Ceases**

...you may purchase an individual policy under "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance" as if your employment had terminated. If, however, you return to Active Work for your Employer during the conversion period and are again insured under the Group Policy, no conversion will be permitted.

**Written Notice Of The Right to Convert**

...will be given to you within 15 days before or after insurance continued under the Waiver of Life Insurance Premium Benefit ends or is reduced. If notice is not given within this time, the following will apply:

- (1) if notice is given more than 15 days but less than 90 days after this event, the right to convert shall be extended to 45 days after such notice is given.
- (2) if notice is not given within 90 days after this event, the right to convert shall expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

- (1) given to you by the Employer;
- (2) mailed to you by the Employer to your last known address; or
- (3) mailed to you by Standard to your last known address.

**(C) The Accelerated Benefit For Employees**

...may be provided if you have a Terminal Illness. You may elect to accelerate the payment of your Life Insurance in advance of your death, if Standard receives satisfactory proof that you have a Terminal Illness.

However, if your Life Insurance is scheduled to end within 12 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

There is no separate premium cost for the Accelerated Benefit and no discount or lien associated with acceleration of the Life Insurance benefit.

**Terminal Illness**

... is a state of health in which life expectancy is 12 months or less. Terminal Illness must be certified by a Physician.

**The Amount of Life Insurance That Can Be Accelerated**

... will be the amount set forth in "PART 3: SCHEDULE OF BENEFIT, The Amount of Life Insurance That Can Be Accelerated."

Except, if:

- (1) the Schedule of Insurance provides for decreasing amounts of Life Insurance; and
- (2) your amount of Life Insurance is scheduled to reduce within 6 months from the date Standard approves your accelerated payment;

the amount of the Accelerated Benefit will be based on the reduced amount of Life Insurance.

The minimum amount of Life Insurance that can be accelerated is the lesser of:

- (1) 25% of your amount of Life Insurance; or
- (2) \$50,000

**Payment Will Be Made**

... directly to you in one sum.

**Payment of The Accelerated Benefit**

... is subject to the following conditions:

- (1) your Life Insurance is in effect when you apply; and
- (2) you give Standard proof that you have a Terminal Illness; and
- (3) you are living at the time the Accelerated Benefit is payable; and
- (4) you give Standard written consent from:
  - (a) your Spouse, as required by Standard;
  - (b) any assignee.

**Limitations**

The Accelerated Benefit can be elected only once. It is available only if you voluntarily choose to elect this benefit. Thus you are not eligible for this benefit if you are required:

- (1) to elect this benefit to satisfy the claims of any creditor(s) or to satisfy any judgments against you; or
- (2) by any government agency to elect this benefit in order to apply for, receive, or maintain any government sponsored benefit, entitlement, or any other form of public assistance.

**Effects On Other Group Policy Provisions**

Election of the Accelerated Benefit will affect the following Group Policy provisions as set forth below.

- (1) The Death Benefit  
The amount of the Death Benefit as set forth in "PART 3: SCHEDULE OF BENEFITS, (A) The Amount of Life Insurance" will be reduced by the amount of the Accelerated Benefit.
- (2) Conversion of Life Insurance  
The amount of Life Insurance that can be converted after you receive an Accelerated Benefit will be based on the amount remaining in effect.
- (3) Premium Payments  
All future premiums will be waived for any amount of Life Insurance remaining in effect after you are paid an Accelerated Benefit.

## **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR EMPLOYEES**

### **The AD&D Benefit**

...will be paid by Standard, if you are insured for AD&D Insurance under the Group Policy and:

- (1) you sustain bodily injuries as a result of an accident; and
- (2) as a result, you suffer one of the following losses within 365 days after the date of the accident:
  - (a) Loss of life. Standard will pay 100% of the full amount.
  - (b) Loss of a hand severed at or above the wrist; or loss of a foot severed at or above the ankle; or permanent loss of sight of an eye. Standard will pay 50% of the full amount.
  - (c) Loss in any accident of more than one of the members listed in (b) above. Standard will pay 100% of the full amount.

Not more than the full amount will be paid for all losses sustained in any one accident. The full amount is set forth in "PART 3: SCHEDULE OF BENEFITS."

Proof of Loss satisfactory to Standard must be received before the AD&D Benefit will be paid. See "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION" for time limits on filing Proof of Loss.

### **Additional AD&D Benefits**

- (1) Standard will pay the additional amount set forth below if, within 365 days of an accident in an Automobile\* you suffer loss of life while wearing and properly utilizing a Seat Belt System\* at the time of the accident, as evidenced by a police accident report. Standard will pay the lesser of (1) \$10,000; or (2) 10% of the amount of the AD&D Benefit payable for Loss of your life:

\*Automobile is a motor vehicle licensed for use on public highways.

\*Seat Belt System is a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

- (2) Standard will pay the additional amount set forth below if you die at least 200 miles from your principal residence. Standard will pay up to \$5,000 for preparation and transportation of the body to a mortuary near your primary principal residence.

### **AD&D Benefits Will Be Paid**

...directly to you if you are living on the date of the payment. If you are not living, payment will be made as set forth in "PART 5: PAYMENT OF BENEFITS."

### **No AD&D Benefit Will Be Paid**

...if your death or other loss is caused or contributed to by:

- (1) a disease or illness of any kind, or medical or surgical treatment of these, except as a result of the accident; or
- (2) suicide, while sane or insane; or
- (3) a condition that is intentionally self-inflicted, while sane or insane; or
- (4) War or act of War. War is declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature; or
- (5) committing or attempting to commit a felony, or actively participating in a riot. Actively participating does not include being at the scene of a riot while performing your official duties; or

- (6) intoxication or being under the influence of a narcotic, unless used or consumed according to the directions of a Physician.

**The AD&D Benefit is Not Life Insurance**

...and may be assigned but not converted under "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance" or continued under "PART 6: WHEN INSURANCE CEASES, Portability Of Insurance." This benefit will not be continued for you during a Total Disability for which premiums for Life Insurance have been waived.

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## **PART 5: PAYMENT OF BENEFITS**

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### **FOR EMPLOYEES AND RETIRED EMPLOYEES**

#### **The Benefits Are Payable**

...to your Beneficiary, except as otherwise provided. You may name one or more Beneficiaries. You may designate different classes of Beneficiaries such as primary (first) and contingent (secondary). These classes set the order of payment. A class may contain more than one person.

If you name two or more Beneficiaries in a class:

- (1) Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
- (2) If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, Standard will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, Standard will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
- (3) If only one Beneficiary in a class survives, Standard will pay the total death benefits to that Beneficiary.

#### **You May Name or Change The Beneficiary**

...at any time without the consent of a Beneficiary, if the right to do so has not been assigned. Once recorded by or on behalf of Standard, the designation will take effect as of the date you signed the designation. Until the designation is recorded, Standard will not be liable for any action taken in good faith contrary to directions contained in the designation. If you change the Beneficiary, any choice of method of payment for benefits payable under the Group Policy is revoked.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance.

You must name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic designation made by you.

Your designation:

- (1) must be dated;
- (2) must relate to the insurance provided under the Group Policy;
- (3) must be delivered to the Policyholder or Employer during your lifetime.

If Standard approves it, a designation which meets the requirements of a prior plan will be accepted as your Beneficiary designation under the Group Policy.

#### **If A Beneficiary Or A Person In One Of The Classes Below Dies On The Same Day You Die**

... or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof of Loss with respect to your death is delivered to Standard before the date of the Beneficiary's death.

#### **If No Beneficiaries Are Named**

...or are alive at your death, the benefits will be paid in equal shares to the first surviving class of the classes below:

- (1) your Spouse.
- (2) your children.

- (3) your parents.
- (4) your brothers and sisters.
- (5) your estate.

**The Methods of Payment**

When Standard receives satisfactory Proof of Loss, the benefits provided under the Group Policy will be payable in one lump sum.

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## **PART 6: WHEN INSURANCE CEASES**

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### **FOR EMPLOYEES AND RETIRED EMPLOYEES**

#### **Your Insurance Will Cease**

...on the earliest of the following events:

- (1) the date the Group Policy terminates; or
- (2) the date the Group Policy is changed to terminate insurance on the class of Employees to which you belong; or
- (3) the date the last period ends for which the required premium contribution was made for your insurance; or
- (4) the date you fail to meet any required Work Test; or
- (5) the date you stop Active Work in an Eligible Class, unless your Life Insurance is continued under "PART 4: TYPES OF BENEFITS, The Waiver of Life Insurance Premium Benefit" or "PART 6: WHEN INSURANCE CEASES, Portability of Insurance," or you are eligible for benefits as a Retired Employee.

However, your Life Insurance will be continued with premium payment during the first 60 days of:

- (1) a temporary layoff; or
- (2) a strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.

If your Life Insurance ends, you can apply to buy an individual policy of life insurance, as described in "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance."

If you are no longer Actively at Work due to a leave of absence or other absence, ask your Employer or Policyholder for information about options available under the Group Policy for insurance to continue during your leave of absence.

### **PORTABILITY OF INSURANCE FOR EMPLOYEES**

#### **If Your Employment With Your Employer Terminates**

... you may have the following options available to you. You can apply to buy an individual policy of life insurance, as described in "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance"; you can apply to continue your Life Insurance under this "Portability of Insurance" provision; or you can apply for a combination of these two options. However, the combined amounts of Life Insurance you elect to continue under "Portability of Insurance" and convert under "Conversion of Life Insurance" cannot exceed the amount in effect on the day before your employment terminates.

You may elect to continue your Life Insurance without Evidence of Insurability if your employment with your Employer terminates, subject to the following:

- (1) the amount of any Life Insurance to be continued must have been continuously in effect for at least 12 consecutive months on the date your employment terminates. In computing the 12 consecutive month period, we will include time insured under your Employer's prior group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy.
- (2) termination of employment is not due to your retirement.

If you do not continue your Life Insurance, you may not continue any other insurance. Life Insurance continued under "PART 4: TYPES OF BENEFITS, The Waiver of Life Insurance Premium Benefit" may not be continued under this provision.

At any time you can apply to convert all or a portion of the amount of Life Insurance continued under this "Portability of Insurance" provision. The amount of Life Insurance you continue will be reduced by any amount of Life Insurance you convert.

**To Continue Your Life Insurance Under the Portability of Insurance provision**

...you must apply in writing and pay Standard the first portability premium within 31 days after the date your employment terminates.

The portability premium rate is age-graded.

Per Multiple Of \$1,000 Per Month

<u>Age of Insured On Last January 1</u>	<u>Rate</u>
Under 30 .....	\$ .118
30 through 34.....	\$ .125
35 through 39.....	\$ .164
40 through 44.....	\$ .266
45 through 49.....	\$ .468
50 through 54.....	\$ .721
55 through 59.....	\$ 1.233
60 through 64.....	\$ 1.471
65 through 69.....	\$ 2.827
70 through 74.....	\$ 5.089
75 through 79.....	\$ 7.624
80 or over .....	\$14.088

**The Maximum Amount Of Life Insurance You May Continue**

... is the lesser of (1) the amount in effect on the date your employment terminates; or (2) \$300,000. The minimum amount of Life Insurance you may continue is \$25,000.

The amount of insurance you continue under this "Portability of Insurance" provision cannot be increased.

The amount of insurance continued under this "Portability of Insurance" provision will be reduced or terminated according to the terms of the Group Policy in effect on the date your employment terminates. Upon your retirement, your Life Insurance Benefit will be reduced to the amount of insurance in effect for retirees under your Employer's retirement program. You can apply to buy an individual policy of life insurance for the amount which is ending, as described in "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance."

**Insurance Continued Under This Provision Will Cease**

...automatically on the earliest of:

- (1) the date it would otherwise have ended under the Group Policy;
- (2) the date you become insured under any other group life insurance plan; and
- (3) the date the last period ends for which you made a premium contribution.

If Life Insurance continued under this "Portability of Insurance" provision ends, you can apply to buy an individual policy of life insurance, as described in "PART 6: WHEN INSURANCE CEASES, Conversion of Life Insurance."

**Written Notice Of Option To Continue Your Insurance Under Portability of Insurance**

...will be given to you within 15 days before or after your employment terminates. If notice is not given within this time, the following will apply:

- (1) if notice is given more than 15 days but less than 90 days after termination of employment, the portability application period shall be extended to 45 days after such notice is given.

- (2) if notice is not given within 90 days after termination of employment, the portability application period shall expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

- (1) given to you by the Employer;
- (2) mailed to you by the Employer to your last known address; or
- (3) mailed to you by Standard to your last known address.

#### **Written Notice Of The Right to Convert**

...will be given to you within 15 days before or after insurance continued under "Portability of Insurance" ends or is reduced. If notice is not given within this time, the following will apply:

- (1) if notice is given more than 15 days but less than 90 days after this event, the right to convert shall be extended to 45 days after such notice is given.
- (2) if notice is not given within 90 days after this event, the right to convert shall expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

- (1) given to you by the Employer;
- (2) mailed to you by the Employer to your last known address; or
- (3) mailed to you by Standard to your last known address.

Except as provided above, insurance continued under this provision is subject to all other terms of the Group Policy in effect on the date you continue your insurance.

### **CONVERSION OF LIFE INSURANCE FOR EMPLOYEES AND RETIRED EMPLOYEES**

#### **When Your Life Insurance Ceases**

...under the Group Policy, you may purchase an individual policy of life insurance without providing Evidence of Insurability as follows:

- (1) when your employment terminates, or you stop Active Work in an eligible class, or coverage continued under "Waiver of Life Insurance Premium Benefit" ceases, or coverage continued under "Portability of Insurance" ceases, the amount of life insurance you will be permitted to purchase under an individual policy may not be more than the amount of Life Insurance for which you were insured under the Group Policy when coverage ceased; or
- (2) when the Group Policy terminates or is changed to terminate insurance on the class of employees to which you belong, the amount of life insurance you will be permitted to purchase under an individual policy may not be more than:
  - (a) the amount of Life Insurance for which you were insured under the Group Policy when coverage ceased; less
  - (b) the amount of any group life insurance for which you are then eligible or become eligible which is issued or reinstated within 45 days after the date coverage ceased under the Group Policy.
- (3) if the amount of Life Insurance which ended is below the standard minimum that Standard issues, the entire amount must be converted.
- (4) if your Life Insurance ends because of your failure to make a required premium contribution, you may not convert your Life Insurance.

**When Your Life Insurance Reduces as Your Attained Age Changes or When You Become a Retired Employee**

...you may purchase an individual policy of life insurance as if employment had terminated on the date the reduction took effect. The amount of life insurance you will be permitted to purchase under an individual policy will be the amount by which Life Insurance under the Group Policy was reduced.

**An Individual Policy**

...will be issued under these additional requirements and terms:

- (1) you must make application for an individual policy and pay the first premium for that policy within 31 days after the date your Life Insurance ceases or is reduced under the Group Policy; and
- (2) if your employment termination is due to Total And Permanent Disability, the individual policy may be on any one of the life insurance forms that Standard then makes available, including one for term insurance; and
- (3) if your insurance ends due to any event other than Total And Permanent Disability, the individual policy may be on any one of the life insurance forms that Standard then makes available, except one for term insurance; and
- (4) you may not convert any other additional benefits such as disability or other supplementary benefits; and
- (5) at your option, one year of term insurance may precede insurance under the individual policy; and
- (6) the premium payable will be based on the rates in use by Standard on the date the individual policy takes effect. The rates will be based on the policy chosen, and your attained age and class of risk; and
- (7) the individual policy will take effect on the thirty-second day after the termination or reduction of your Life Insurance under the Group Policy.

**Written Notice of the Right to Convert**

...will be given to you within 15 days before or after a termination or reduction in your Life Insurance. If notice is not given within this time, the following will apply:

- (a) if notice is given more than 15 days but less than 90 days after this event, the right to convert shall be extended to 45 days after such notice is given.
- (b) if notice is not given within 90 days after this event, the right to convert shall expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

- (a) given to you by the Employer;
- (b) mailed to you by the Employer to your last known address; or
- (c) mailed to you by Standard at your last known address.

**If You Die During The Conversion Period**

... Standard will pay the amount of Life Insurance that could have been converted. Such amount will be paid to the Beneficiary named under the Group Policy, if you die before applying for an individual policy of life insurance. If, however, you die after applying for an individual policy, such amount will be paid to the beneficiary named on the application for the individual policy.

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## **PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION**

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### **Applying for Benefits**

An application for benefits and all documents to support the application should be filed promptly. Your Employer or Policyholder can supply the application and help you or your Beneficiary complete it. Proof of Loss must be filed within the required time limits. No benefits will be provided until Standard receives Proof of Loss. All proof must be satisfactory to Standard.

### **Proof of Loss**

...is written proof that a loss occurred:

1. for which the Group Policy provides benefits;
2. which is not subject to any exclusions; and
3. which meets all other conditions for benefits under the Group Policy.

### **Written Proof**

Standard will send forms for filing Proof of Loss within 15 days after they are requested. If forms are not sent within 15 days after Standard's receipt of the request, proof may be submitted in a letter describing the occurrence, character and extent of the loss.

### **Time Limits on Filing Proof of Loss**

Unless a different time period is provided below, Proof of Loss must be provided within 90 days after the date of the loss.

**Proof of Total Disability** must be provided within 12 months from the date Total Disability starts. However, if death occurs before proof is given, proof of Total Disability can be provided up to 12 months after death. Proof of continued Total Disability is required at reasonable intervals to be determined by Standard. If Standard requests proof of continued Total Disability, it must be provided within 45 days.

However, no claim will be denied or reduced if it is shown that it was not reasonably possible to give Proof of Loss at the time it was required and such proof is given as soon as reasonably possible. The time limits for filing Proof of Loss will not apply while the Employee or Beneficiary lack legal capacity.

If Proof of Loss is not provided within the required time, no benefits will be provided and the time limits in "PART 7: APPLYING FOR BENEFITS AND REQUESTING INFORMATION, Legal Proceedings Against Standard" will begin.

### **Types of Proof of Loss**

#### **(A) Proof of Death**

Standard must receive a certified copy of the death certificate and any other proof it reasonably requires. Standard may have an autopsy performed at its expense, except where prohibited by law. Our request will clearly set forth the reasons why an autopsy is warranted.

#### **(B) Other Proof**

Proof of Loss includes any other information Standard reasonably requires in support of a claim. All proof must be in writing and must be provided at the expense of the Employee or Beneficiary.

Standard may require as part of the Proof of Loss: statements of treating physicians; copies of test reports or examinations; x-rays; hospital records; medical examinations by impartial licensed medical specialists at Standard's expense; official police reports; investigations conducted by Standard or outside agencies.

Standard may also require records that are in the Employer's control, possession, or custody, and may require one or more interviews with you. Standard will have the right

and the chance to examine you at such times as it may reasonably require during the time a claim is pending.

### **Legal Proceedings Against Standard**

No action or suit will be brought to recover benefits under the Group Policy unless it is brought later than 60 days after Proof of Loss has been given as required by the Group Policy. No such action will be brought at all unless it is brought within 2 years from the end of the time within which Proof of Loss is required by the Group Policy.

### **Notice Of Decision On Claim**

Standard will evaluate an application for benefits promptly after Standard receives it. With respect to all benefits except the Waiver of Life Insurance Premium Benefit, within 90 days after Standard receives the application Standard will send you: (a) a written decision on the application; or (b) a notice that Standard is extending the period to decide the application for an additional 90 days.

With respect to an application for the Waiver of Life Insurance Premium Benefit, within 45 days after Standard receives the application Standard will send you: (a) a written decision on the application; or (b) a notice that Standard is extending the period to decide the application for 30 days. Before the end of this extension period Standard will send you: (a) a written decision on the Waiver of Life Insurance Premium Benefit application; or (b) a notice that Standard is extending the period to decide the application for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the Waiver of Life Insurance Premium Benefit application, the extended time period for deciding the application will not begin until you provide the information or otherwise respond.

If Standard extends the period to decide the application for benefits, you will be notified of the following:

- (1) the reasons for the extension; and
- (2) when Standard expects to decide the application; and
- (3) an explanation of the standards on which entitlement to benefits is based; and
- (4) the unresolved issues preventing a decision; and
- (5) any additional information Standard needs to resolve those issues.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may decide the application for benefits based on the information Standard has received.

If Standard denies any part of the application for benefits, you will receive a written notice of denial containing:

- (a) the reasons for Standard's decision.
- (b) reference to the parts of the Group Policy on which Standard's decision is based.
- (c) reference to any internal rule or guideline relied upon in deciding a Waiver of Life Insurance Premium Benefit application. The rule or guideline will not contain additional conditions for eligibility for a Waiver of Life Insurance Premium Benefit.
- (d) a description of any additional information needed to support the application for benefits.
- (e) information concerning the claimant's right to a review of Standard's decision.
- (f) information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the application for benefits is denied on review.

### **Review Procedure**

If all or part of an application for benefits is denied, you may request a review. You must request a review in writing:

- (1) within 180 days after receiving notice of the denial of an application for the Waiver of Life Insurance Premium Benefit;
- (2) within 60 days after receiving notice of the denial.

You may send Standard written comments or other items to support the application for benefits. You may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Standard's review will include any written comments or other items you submit to support the application for benefits.

Standard will review the application for benefits promptly after Standard receives the request. With respect to all benefits except the Waiver of Life Insurance Premium Benefit, within 30 days after Standard receives the request for review Standard will send you: (a) a written decision on review; or (b) a notice that Standard is extending the review period for 30 days.

With respect to an application for the Waiver of Life Insurance Premium Benefit, within 45 days after Standard receives the request for review Standard will send you: (a) a written decision on review; or (b) a notice that Standard is extending the review period for 45 days.

If an extension is due to your failure to provide information necessary to decide your application for benefits on review, the extended time period for review of your application for benefits will not begin until you provide the information or otherwise respond.

If Standard extends the review period, you will be notified of the following: (a) the reasons for the extension; (b) when Standard expects to decide your application for benefits on review; and (c) any additional information Standard needs to decide your application for benefits.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may conclude Standard's review of the application for benefits based on the information Standard has received.

With respect to an application for the Waiver of Life Insurance Premium Benefit, the person conducting the review will be someone other than the person who denied the application for benefits and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. You may request the names of medical or vocational experts who provided advice to Standard about an application for the Waiver Life Insurance of Premium Benefit.

If Standard denies any part of the application for benefits on review, you will receive a written notice of denial containing:

- (1) the reasons for Standard's decision; and
- (2) reference to the parts of the Group Policy on which Standard's decision is based; and
- (3) reference to any internal rule or guideline relied upon in deciding a Waiver of Life Insurance Premium Benefit application. The rule or guideline will not contain additional conditions for eligibility for a Waiver of Life Insurance Premium Benefit; and
- (4) information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to the application for benefits; and
- (5) information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options.

Standard will comply with any shorter time limits which may be required by the laws or regulations of the state in which the Group Policy is issued.

**Requests for Information About Your Insurance**

Please direct any written request for information about the Group Policy, its terms, conditions, interpretations, application for benefits thereunder, and review of an application to: The Standard Life Insurance Company of New York, P. O. Box 5180, Portland, Oregon 97208-9985.

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## PART 8: GENERAL PROVISIONS

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### **Overpayment of Benefits**

Any overpayment of benefits must be repaid to Standard. To recoup the amount overpaid, Standard, at its option will:

- (1) require that the amount be repaid to Standard in one sum; or
- (2) withhold the amount from any future benefits payable to you or your Beneficiary under the Group Policy; or
- (3) take any legal action it deems necessary.

### **Assignment**

You may assign your insurance provided under the Group Policy, except insurance for your Dependents, if any. In accordance with New York Insurance Regulation 143, Section 41.5(q), your right to apply for and receive an Accelerated Benefit may not be assigned. No assignment will bind Standard unless it is in writing and until it is filed at Standard's home office. Once recorded, it will take effect as of the date it was signed if Standard receives it before benefits are paid or any other action is taken by Standard. Standard is not responsible for whether any assignment is valid. You may not assign insurance as collateral security.

### **The Group Policy**

The Group Policy is the entire contract between Standard and the Policyholder. The Group Policy consists of the group term life insurance policy issued by Standard to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group term life insurance certificates with the same Group Policy Number, and any amendments or endorsements to the policy or certificates. Standard will provide benefits according to the terms of the Group Policy.

Standard and the Policyholder may agree to terminate or change any part of the Group Policy without your consent. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any classes or groups of Employees. Any change or amendment of the Group Policy may apply to current or future Employees or to any classes or groups of Employees. Such termination or change will not affect Life Insurance that is continued under the following provisions, if any, on the date of such termination or change: "PART 4: TYPES OF BENEFITS, Waiver of Life Insurance Premium Benefit" and "PART 6: WHEN INSURANCE CEASES, Death During The Conversion Period."

Nothing in the Group Policy, or any amendment or endorsement to the Group Policy, invalidates or impairs any rights and benefits granted to you as stated in the certificate, and the rights and benefits granted to you will not be less than those required by New York law. If the terms and conditions of coverage are changed by an amendment or endorsement to the Group Policy, we will provide the Policyholder with a revised certificate, or certificate amendment or endorsement, to be given to you.

The Group Policy will terminate automatically due to non-payment of premiums by the Policyholder in accordance with the terms of the Group Policy. Also, Standard may terminate the Group Policy as of any date set forth below by giving notice in writing which is mailed to the Policyholder at least 90 days before this date:

- (1) the Group Policy Anniversary Date; or
- (2) any premium due date, if on a prior premium due date the participation requirements set forth in the Group Policy have not been met.

Standard may terminate under the Optional Schedule on any premium due date by giving notice in writing which is mailed to the Policyholder not less than 31 days before this date if on a prior premium due date less than 30% of Employees eligible for insurance under the Optional Schedule were insured for such insurance.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of Standard's executive officers and given to the Policyholder for attachment to the Group Policy. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without Standard's signed, written approval.

Standard may change the Group Policy in whole or in part if:

- (1) the change in the Group Policy is either requested by the Policyholder or is made to satisfy any legal requirement that applies to the Group Policy; or
- (2) the change affects Standard's administration of the Group Policy and is intended to apply to all similar group insurance policies that are affected by the change. Standard will give the Policyholder written notice of Standard's intent to make this kind of a change at least 31 days in advance of the effective date of the change. Payment of the next premium due under the Group Policy will be the Policyholder's acceptance of the change, unless the Policyholder rejects the change, in writing, prior to its effective date.

Neither the Policyholder nor your Employer are Standard's agent or representative. Standard will not be responsible or liable for any act or omissions of either of them.

#### **Discretionary Authority For Claims**

Benefits will be provided only if Standard decides in its discretion that you are entitled to them. This discretionary authority includes determining eligibility for benefits and interpreting the terms of the Group Policy.

#### **Incontestability Of Insurance**

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

- (1) The insurance would not have been approved if Standard had known the truth; and
- (2) Standard has given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

Standard will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

#### **Incontestability Of The Group Policy or Employer Coverage Under The Group Policy**

Any statement made by the Policyholder to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy or your Employer's coverage under the Group Policy unless:

- (1) The Group Policy would not have been issued or your Employer's coverage under the Group Policy would not have been approved if Standard had known the truth; and
- (2) Standard has given the Policyholder or your Employer a copy of a written instrument signed by the Policyholder or your Employer which contains the misrepresentation.

The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

#### **Clerical Error**

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- (1) Cause a person to become insured;
- (2) Invalidate insurance under the Group Policy otherwise validly in force; or
- (3) Continue insurance under the Group Policy otherwise validly terminated.

**Misstatement Of Age**

If a person's age has been misstated, Standard will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- (1) The amount of insurance based on the correct age; and
- (2) The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

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## **PART 9: DEFINITIONS**

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### **The Following Terms Have the Meaning Set Forth Below:**

#### **Active Work or Actively at Work**

...is performing with reasonable continuity, for wages that are paid regularly by your Employer, the material duties of your normal occupation at the usual place of work or at any alternate place of work required by your Employer.

For purposes of becoming eligible for insurance and becoming insured, Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days and were Actively at Work on the last day you were required to be at the workplace.

#### **Annual Wage**

...is your basic annual wage payable by your Employer. It excludes commissions, overtime pay, bonuses, and other types of extra compensation.

#### **The Beneficiary**

...is any person or institution whom you have named, in form satisfactory to Standard, to receive the benefits at your death. See "PART 5: PAYMENT OF BENEFITS."

#### **Eligible Retiree or Retired Employee**

...is a person who was insured under the Employer's group life insurance plan just before retiring; and

- (1) was insured as an active Employee under New York University's group policy on the day before retiring; and
- (2) does not return to Active Work for New York University in any class of Employees eligible for insurance under your Employer's Group Policy; and
- (3) satisfies additional criteria as explained below:
  - (a) age plus years of continuous full-time service equal 70 or more, and are at least age 55, with at least 10 years of service; or
  - (b) had completed 10 years of continuous full-time service as of September 1, 1991, and retire with 25 years of continuous full-time service, regardless of age; or
  - (c) New York University considers to be qualified as a disability retiree.

**YOU ARE NOT AN ELIGIBLE RETIREE OR RETIRED EMPLOYEE IF YOU RETURN TO ACTIVE WORK FOR THE NEW YORK UNIVERSITY (THE EMPLOYER) IN ANY CLASS OF EMPLOYEES ELIGIBLE FOR INSURANCE UNDER THE GROUP POLICY.**

#### **Employee**

...is a regular employee of the Employer, excluding temporary or seasonal employees, full-time members of the armed forces of any country, leased employees, and independent contractors.

#### **Employee Insurance**

...is insurance for you.

#### **Employer**

...is an employer, including any approved affiliates and subsidiaries, for which coverage under the Group Policy is approved in writing by Standard.

#### **Evidence of Insurability**

...is when an applicant does all of the following:

- (1) completes and signs Standard's medical history statement;

- (2) signs Standard's form authorizing Standard to obtain information about the applicant's health;
- (3) undergoes a physical examination, if required by Standard, which may include blood testing; and
- (4) provides any additional information about the applicant's insurability that Standard may reasonably require.

**Group Policy**

... is the group term life insurance policy issued by Standard to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group term life insurance certificates with the same Group Policy Number, and any amendments or endorsements to the policy or certificates.

**Physician**

...is a physician legally licensed to practice medicine and surgery who primarily treats patients. A Physician must be someone other than yourself, or a member of your family or your Spouse's family.

**Special Life Event**

...is a change in your marital, dependent or family financial status as defined by New York University as follows:

1. Your marital status changes; or
2. Your dependent child is no longer eligible for coverage according to the terms of the plan(s) (exceeds age 19 or 25 if a full-time student or marries); or
3. You increase or decrease your number of dependents (birth, death, adoption or placement for adoption); or
4. Your spouse or dependent dies; or
5. Your dependent ceases to be a dependent; or
6. Your spouse starts or stops working; or
7. Your spouse's plan is significantly curtailed or ceases; or
8. Your spouse switches from full-time to part-time employment or vice versa.

Please confirm with the New York University Benefits Office that the marital, dependent, or family financial status change which occurs qualifies under the preceding provision.

**Spouse**

...is a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

**Total Disability or Totally Disabled**

...is being unable due to sickness, bodily injury or pregnancy to perform any occupation for which you are reasonably suited by education, training or experience.

**Total And Permanent Disability**

...is being unable due to sickness, bodily injury or pregnancy to perform any occupation for a continuous period of 6 months.

**Written Election**

...is your signed request for insurance under the Optional Schedule. In the request, you authorize your Employer to deduct funds from your wages for the cost of the insurance.

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## PART 10: ERISA INFORMATION AND NOTICE OF RIGHTS

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The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA).

### General Plan Information

Name of Plan:	Group Life Insurance
Name, Address, Phone Number of Plan Sponsor/Plan Administrator:	New York University c/o Benefits Office Fairchild Building 7 East 12th St New York NY 10003 (212) 998-1270 email: benefits@nyu.edu
Plan Sponsor Tax ID Number:	13-5562308
Plan Number:	505
Type of Plan:	Group Insurance Plan
Type of Administration:	Contract Administration
Name, Address of Registered Agent for Service of Legal Process:	Plan Administrator OR: Registered Agent c/o Office of Legal Counsel Elmer Holmes Bobst Library 70 Washington Sq S, 11th FL W New York NY 10012
If Legal Process Involves Claims for Benefits Under the Group Policy, Additional Notification of Legal Process Must Be Sent to:	The Standard Life Insurance Company of New York 360 HAMILTON AVE, STE 210 White Plains, NY 1060-1871
Sources of Contributions:	Employer/Employees insured under Group Policy
Funding Medium:	Standard Insurance Company - Fully Insured
Plan Fiscal Year End:	December 31

### Termination Or Amendment Of The Group Policy

The Group Policy that provides benefits for this Plan may be terminated by the Policyholder on any premium due date with prior written notice to Standard. It will terminate automatically if the Policyholder fails to pay the required premium.

Standard may terminate the Group Policy if the number of persons insured is less than the required minimum, or on the Group Policy Anniversary Date.

The Group Policy may be changed in whole or in part. No change or amendment will be valid unless it is approved in writing by an executive officer of Standard. No agent has authority to change the Group Policy or to waive any of its provisions.

The Group Policy contains the complete termination and amendment provisions.

### **Statement Of Your Rights Under ERISA**

#### **(A) Right To Examine Plan Documents**

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration. These documents may be examined free of charge at the Plan Administrator's office.

#### **(B) Right To Obtain Copies Of Plan Documents**

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

#### **(C) Right To Receive A Copy Of Annual Report**

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

#### **(D) Right To Review Of Denied Claims**

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

### **Obligations Of Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

### **Enforcing ERISA Rights**

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries

misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Plan And ERISA Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

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