



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

GROUP INSURANCE POLICY RIDER

to be attached to and made a part of the Policy

POLICYHOLDER

[REDACTED]

EFFECTIVE DATE

NOVEMBER 1, 2012

POLICY NUMBER

[REDACTED] (the "Policy")

CONTRACT STATE

DISTRICT OF COLUMBIA

RIDER NUMBER

13

NEW YORK LIFE agrees that the Policy is changed as of the Effective Date, as follows:

A future purchase option is added for Plan 65 and Plan 5.

To accomplish the above and to update the Riders section on the Table of Contents, the Policy is replaced by the attached Policy dated November 1, 2012.

Aaron A. Thigpen

Secretary

Therese A. Henthorn

President

Bruce E. Dwyer

Countersignature

Accepted By

[REDACTED]

(Full or Corporate Name)

Date _____

Witness _____

By _____

(Signature and Title)

GMR



New York Life Insurance Company

— A Mutual Company Founded in 1845 —

51 Madison Avenue, New York, NY 10010

POLICYHOLDER

EFFECTIVE DATE

NOVEMBER 1, 1989

ANNIVERSARY DATES

NOVEMBER 1, 1990 and each subsequent NOVEMBER 1

POLICY NUMBER

(the "Policy")

CONTRACT STATE

DISTRICT OF COLUMBIA

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

The attached pages are a part of the Policy.

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

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

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

Renewal Insurance under the Policy will be renewed automatically on each subsequent Premium Date if its terms and conditions are met. Insurance for an Insured Person will be renewed automatically on each subsequent Renewal Due Date for an Insurance Period if the terms and conditions of the Policy are met.

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight as applicable to each Insured Person.

The Policy amends Group Policy Number [REDACTED] issued to the Policyholder by New York Life as in effect on October 31, 1989, by replacing all of its provisions and it continues [REDACTED] as so amended. All interests accrued to New York Life and the Policyholder under [REDACTED] on October 31, 1989, will be recognized under the Policy. All interests accrued to those persons insured under [REDACTED] on October 31, 1989, which includes the time they were insured under [REDACTED] will be recognized under the Policy.

Right To Examine The Certificate For 30 Days An Insured Person will have 30 days from the date of receipt to examine the certificate. If the Insured Person does not wish to keep the certificate, it must be surrendered to New York Life within this period. Upon such surrender, New York Life will return any premium paid and insurance will be void from the start. Notice of this right will appear in certificates.

Secretary

President

Countersignature

GROUP INSURANCE POLICY PROVIDING, UNTIL TERMINATION:

DISABILITY INCOME INSURANCE

CONTRIBUTORY

ANNUAL DIVIDENDS

GMR-FACE

Replacement Policy
Rider #13, 11/1/12

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RIDERS

Rider No.	Effective Date Of The Rider	Brief Description	Code
1	May 1, 1990	Change Administrator's name	GMR
2	April 1, 1992	November 1, 1989: Clarification of Cost Of Living Option; April 1, 1992: Change the For The Benefit To Be Paid time requirement from 9 months to 1 year, replace Suicide Exclusion with Self Inflicted Injury and clarify the When Insurance Ends page.	GMR
3	April 1, 1992	Add New Hampshire State Regulation page	GMR
4	November 1, 1993	Increase Monthly Benefit maximum, revise Monthly Benefit reductions at age 65 and at age 70, increase Monthly Benefit multiple to \$130, add organ donation as a Covered Total Disability, add a Survivor Benefit and revise premium rates; add Crime/Illegal Occupation/Illegal Activity exclusion; modify Full-Time definition add Complication Of Pregnancy definition <u>Issue Replacement Policy Effective 11/1/93</u>	GMR
5	May 1, 2005	Implement 3-Year Limitations on Mental Disorders and Chemical Dependency; Clarify the Annual Dividends item on the General Provisions page; Modify the New York Life Rights section of the Premium pages; Replace the Cost Stabilization Reserve section as amended by GMA-1; Revise: Excluded State definition Update all State Regulations pages	GMR
6	February 1, 2007	Replaces North Carolina Regulations pages	GMR
7	April 1, 2007	Adds Washington Regulations pages	GMR
8	May 1, 2007	California State Regulations page(s) is revised	GMR
9	November 1, 2008	Replaces Indiana Regulations page	GMR
10	December 1, 2008	Replaces Mississippi Regulations page	GMR
11	April 1, 2010	Replaces Minnesota Regulations page	GMR
12	September 1, 2012	The maximum monthly benefit maximum is increased; Exhaustion of Benefits Provision is added. Full-time staff employees are no longer eligible. Insurance terminates for such insureds at midnight on August 31, 2012; Updated for administrative changes	GMR
13	November 1, 2012	Adds Future Purchase Option <u>Issue Replacement Policy Effective 11/1/12</u>	GMR
14	January 1, 2013	Replaces Maryland Regulations page	GMR
15	October 1, 2014	Replaces Tennessee Regulations page	GMR

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RIDERS

<u>Rider No.</u>	<u>Effective Date Of The Rider</u>	<u>Brief Description</u>	<u>Code</u>
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WHEN INSURANCE TAKES EFFECT

Requests An Applicant can request to:

1. become initially insured for Primary Insurance;
2. change the Elimination Period, the Monthly Benefit and/or the Plan ("election") to any other election available to him or her, subject to the Maximum as stated on the Schedule page(s). If available, the Applicant may also elect the Cost Of Living Option and/or the Future Purchase Option. New York Life will terminate the existing election before the new election takes effect. If the change is to a shorter Elimination Period, a higher Monthly Benefit and/or a longer Maximum Benefit Period, the Applicant must be less than Age 70 and must not be a resident of an Excluded State; and/or
3. restore insurance, if: (a) his or her insurance ended because the Contribution was not paid or he or she began Active Duty In The Armed Forces; and (b) he or she is an Eligible Person. If the request is approved, all terms and conditions of the Policy applicable to the Applicant at the time insurance ended will be reinstated, subject to any changes in the Policy.

For Insurance To Take Effect For initial insurance, a change in insurance or restoration of insurance to take effect, the Applicant must:

1. give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life, as required. A written request for restoration must be given within: (a) 62 days after the date such Contribution was due; or (b) three months after the date Active Duty In The Armed Forces ended;
2. give New York Life satisfactory medical evidence of insurability, if such evidence is required. Such evidence is not required: (a) if the Applicant returns to Full-Time work within six months after his or her insurance ended because he or she ceased Full-Time work; or (b) for restoration, if insurance ended for the Applicant because he or she began Active Duty In The Armed Forces; and
3. pay the Contribution. However, for restoration of insurance which ended because the Contribution was not paid, all references to the payment of Contribution include all unpaid Contributions from the date insurance ended.

When Insurance Takes Effect Except as stated below, insurance takes effect on the Current Benefit Date, if the Applicant is performing the normal activities of a person in good health of like age on the Current Benefit Date. The normal activities requirement does not apply to decreases in insurance. No benefits will be paid for any disability occurring before the Current Benefit Date.

When Insurance Takes Effect - Insurance for an Applicant who was not performing the normal activities of a person in good health of like age on the date such insurance would otherwise have taken effect, will take effect on the day the Applicant is performing such normal activities, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) the Applicant is still eligible to obtain the insurance on that day.

SCHEDULE

Elimination Periods Available *

30 days, 60 days, 90 days, 180 days and 365 days

- * If an Insured Person suffers a Covered Disability as a result of an organ donation, his or her Elimination Period will be 0 days for that Covered Disability.

Monthly Benefits Available

Except as stated below, the Monthly Benefits available are \$130 through \$7,540 in multiples of \$130.

1. A Monthly Benefit is not available to an Applicant if its amount would exceed 60% of the Applicant's Average Monthly Income on his or her Current Benefit Date, less the total of any other disability income insurance, prorated monthly, for which the Applicant is insured or for which he or she is applying as of such Current Benefit Date.
2. Monthly Benefits available are subject to the following:

<u>Insured Person's Age</u>	<u>Monthly Benefits Available</u>
Before Age 65	All
Age 65 but before Age 70	\$130 through \$3,250 in multiples of \$130

3. If on the November 1 following the Insured Person's: (a) 65th birthday his or her Monthly Benefit exceeds \$3,250, it will be reduced to \$3,250 on such November 1; and (b) 70th birthday his or her Monthly Benefit exceeds \$1,560, it will be reduced to \$1,560 on such November 1, except that: If the Insured Person's birthday is on November 1, the applicable reduction will be on such November 1.

These reductions will not apply while the benefit is in effect.

4. An Insured Person who on November 1, 1989: (a) was Age 60 or over; and (b) did not elect one of the new options available at such time, will be insured under the Option in force on October 31, 1989 for the applicable Monthly Benefit at the stated Ages illustrated below until he or she elects one of the new Monthly Benefits as stated on the When Insurance Takes Effect page(s).

<u>Insured Person's Age</u>	<u>Monthly Benefit Under Option 1</u>
before Age 60	\$ 130.00
Age 60 but before Age 70	65.00
Age 70 but before the Termination Age Date	32.50

The Monthly Benefit reduction at Age 60 and Age 70 will not apply while the benefit is in effect.

5. An Insured Person whose Covered Disability began before and continues after November 1, 1989, will be insured under the Option and the applicable Monthly Benefit, illustrated below, in force when such Covered Disability began until such Covered Disability ends. When such Covered Disability ends, the Insured Person will automatically become insured under one of the new Monthly Benefits, subject to the Successive Periods Of Covered Total Disability item of the When The Benefits Ends section on the Disability Income Insurance page(s).

<u>Insured Person's Age</u>	<u>Monthly Benefit Under Option 1</u>
Under Age 60	\$ 110.00
Age 60 but before Age 70	55.00
Age 70 but before the Termination Age Date	27.50

The Monthly Benefit reductions at Age 60 and 70 will not apply while the benefit is in effect.

SCHEDULE (Continued)

6. An Insured Person who on November 1, 1993: (a) was Age 65 or over; and (b) did not elect one of the new Monthly Benefits available at such time; will be insured under the Option in force on October 31, 1993 for the applicable Monthly Benefit at the stated Ages illustrated below until he or she elects one of the new Monthly Benefits as stated on the When Insurance Takes Effect page(s).

<u>Insured Person's Age</u>	<u>Monthly Benefit Under Option 1</u>
before Age 65	\$ 130.00
Age 65 but before Age 70	65.00
Age 70 but before the Termination Age Date	32.50

The Monthly Benefit reductions at Age 65 and at Age 70 will not apply while the benefit is in effect.

7. An Insured Person whose Covered Disability began after November 1, 1989 but before November 1, 1993 and continues after November 1, 1993, will be insured under the Option and the applicable Monthly Benefit, illustrated below, in force when such Covered Disability began until such Covered Disability ends. When such Covered Disability ends, the Insured Person will automatically become insured under one of the new Monthly Benefits, subject to the Successive Periods Of Covered Total Disability item of the When The Benefits Ends section on the Disability Income Insurance page(s).

<u>Insured Person's Age</u>	<u>Monthly Benefit Under Option 1</u>
before Age 65	\$ 120.00
Age 65 but before Age 70	60.00
Age 70 but before the Termination Age Date	30.00

The Monthly Benefit reductions at Age 65 and Age 70 will not apply while the benefit is in effect.

Plans Available

Plan 65 and Plan 5

Maximum

For each Covered Disability of an Insured Person while he or she is insured under the Policy, whether insurance has been continuous or interrupted, the maximum amount payable and the Maximum Benefit Period are as follows:

	<u>For A Covered Total Disability Starting</u>	<u>Maximum Monthly Benefit</u>
	before Age 65	\$7,540
	Age 65 but before Age 70	3,250
	Age 70 but before the Termination Age Date	1,560
<u>Plan 65</u>	<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
	before Age 63	to Age 65
	Age 63 but before the Termination Age Date	24 months
<u>Plan 5</u>	<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period*</u>
	before Age 60	60 months
	Age 60 but before Age 63	to Age 65
	Age 63 but before the Termination Age Date	24 months

except as follows: The Maximum Benefit Period for a Covered Partial Disability under all Plans is equal to the lesser of: (a) 24 months; or (b) the difference between the period for which the Covered Total Disability benefit has been paid and the Maximum Benefit Period for such Covered Total Disability benefit.

SCHEDULE (Continued)

- * The Maximum Benefit Period for all Covered Disabilities of an Insured Person which are due to or related to Mental Disorders and/or Chemical Dependency while such person is insured under the Policy, whether insurance has been continuous or interrupted, cannot exceed the lesser of: (a) 36 months; or (b) the Maximum Benefit Period for a Covered Total Disability. This limitation does not apply to any period during which such Insured Person is institutionalized.

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

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

Cost Of Living Option

If this option is elected by an Applicant insured under Plan 65, the Monthly Benefit payable for a Covered Disability starting before Age 63, may be adjusted annually to reflect changes in the cost of living based on the CPI-U. Such adjustments, if any, will only be made while the Covered Disability continues. Years are measured from the start of the Elimination Period. In the first year, no adjustment will be made. Adjustments may be made to the Monthly Benefit paid in the second and each succeeding year.

The adjusted Monthly Benefit for a given year is determined by multiplying the Monthly Benefit by a factor. The factor for such year is determined by dividing the CPI-U for the third month before the first month of such year by the CPI-U for the third month before the month during which the Elimination Period starts. Such factor can not be less than 1.00 or more than the Factor Limit. However, the Maximum Monthly Benefit may be exceeded by the amount of the cost of living adjustment. When the Covered Disability benefit ends, as stated in the When The Benefit Ends section on the Disability Income Insurance page(s), the Monthly Benefit will be reduced to the pre-adjusted Monthly Benefit.

Future Purchase Option

Under the Future Purchase Option, an Applicant under Plan 65 or Plan 5 is given the opportunity to increase his or her Monthly Benefit without giving New York Life medical evidence of insurability, by converting the Future Purchase Option elected by the Applicant and approved by New York Life for an increase in the Applicant's Monthly Benefit, in accordance with the following:

Future Purchase Options Available The Future Purchase Options are available in amounts of \$520 to \$2,600 (in \$130 multiples), not to exceed the Applicant's Monthly Benefit in effect on the date the Applicant requests the Future Purchase Option. Also, the total of the Applicant's Monthly Benefit and the amount of the Future Purchase Option cannot exceed the Maximum Monthly Benefit of \$7,540.

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

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

SCHEDULE (Continued)

When The Option May Be Converted Except as stated below, an Applicant can convert all or any part of the Future Purchase Option, in \$130 units, to an increase in his or her Monthly Benefit, on the November 1 coinciding with or otherwise next following the Applicant's 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48 and 50th birthdays, if:

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

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

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

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

1. the last day of the Insurance Period during which a voluntary request for termination of the Future Purchase Option is received by New York Life;
2. the date the Insured Person reaches Age 51;
3. the date the Disability Income Insurance ends;
4. the date 100% of the Future Purchase Option has been converted into an increase in the Applicant's Monthly Benefit; and
5. the last day of the Insurance Period for which the last Contribution has been paid for the Future Purchase Option, except that: the Future Purchase Option will not end if the Contribution for it is paid within 31 days after such day.

Transfer Provisions

Definitions for purposes of these Transfer Provisions:

Eligible Person means a person who: (a) was less than Age 60 and receiving benefits under [REDACTED] on October 31, 1983; (b) did not transfer to the Policy on November 1, 1983; (c) has not exceeded Age 70; and (d) has Transfer Insurance.

[REDACTED] means Group Policy Number [REDACTED] issued to the Policyholder by New York Life.

Transfer Insurance means the monthly benefit under the option and plan in force on October 31, 1983 under [REDACTED] subject to the Monthly Benefit reductions stated on the Schedule page(s) and any changes in the Policy.

Transfer Date means for each Eligible Person the day after New York Life's liability under [REDACTED] ended for such Eligible Person.

Transfer Provisions Transfer Insurance on each Eligible Person will automatically be transferred to the Policy on the Transfer Date. All interests accrued to such Eligible Persons insured under [REDACTED] on October 31, 1989, which includes the time they were insured under [REDACTED] will be recognized under the Policy.

DISABILITY INCOME INSURANCE

New York Life will pay a benefit for an Insured Person's Covered Disability in accordance with all of the following:

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

Covered Total Disability - A Covered Total Disability is an incapacity from the following which an Insured Person suffers while he or she is insured under the Policy:

1. an Illness, but only if such incapacity completely and continuously prevents the Insured Person from doing the material and substantial duties of his or her occupation, provided he or she is not engaged in any occupation for pay or profit; and
2. an organ donation by an Insured Person, if he or she has been continuously insured under the Policy for at least 6 consecutive months on the day of such donation.

Covered Partial Disability - A Covered Partial Disability is an incapacity from an Illness that:

1. prevents an Insured Person from doing one but not all of the material or substantial duties of his or her occupation while such person is engaged in any occupation or employed for pay or profit; and
2. follows a period during which the Insured Person received payment for a Covered Total Disability if: (a) such Covered Partial Disability is due to or related to the same Illness for which the Insured Person received such payment; (b) such Covered Partial Disability is not separated from a period of Covered Total Disability by an Insured Person's return to Full-Time work of three months or more; and (c) payment is no longer being made for such disability under the Covered Total Disability benefit.

Exclusions The following disabilities are excluded:

Crime/Illegal Occupation/Illegal Activity - A disability that: (a) occurs during; (b) is due to; or (c) is related to: the Insured Person's incarceration or participation in: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; (d) terrorist activity; or (e) a riot.

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

Military Service - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the Insured Person's duty in the military, naval or air service of any country.

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

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

Regular Care - A disability: (a) that does not require a doctor's regular care of, or attendance to, the Insured Person; or (b) for any period of disability for which the Insured Person is not under the regular care and attendance of a doctor.

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

War Conditions - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the Insured Person's engagement in war, an act of war or an armed conflict which involves the armed forces of one or more countries.

DISABILITY INCOME INSURANCE (Continued)

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

1. New York Life must receive satisfactory proof of the Insured Person's disability within 90 days after the: (a) Elimination Period for a total disability; or (b) date of partial disability for a partial disability; these time requirements will be extended for up to an additional one year if reasonable, or longer if the claimant is legally incompetent.

The Insured Person or his or her: parent; guardian; spouse; brother; sister; natural, step, adopted or foster child; grandparent; in-law; or a person residing in the Insured Person's household; cannot be the provider of professional services related to the disability of the Insured Person while he or she is insured under the Policy and for which such professional services are required for benefits to begin and/or continue;

2. New York Life must determine that the disability is a Covered Disability; and
3. for a Covered Total Disability, the Insured Person must complete the Elimination Period.

What Benefit Is Payable The benefit payable for a Covered Disability is subject to the Maximum as stated on the Schedule page(s) and is as follows. While the benefit is in effect: (a) the Monthly Benefit reductions stated on the Schedule page(s) will not apply; and (b) the Insured Person cannot increase his or her insurance.

Covered Total Disability - The benefit payable after the Elimination Period is the applicable Monthly Benefit in force for the Insured Person, based on his or her Age, on the date his or her Covered Total Disability began, except that: If the Covered Total Disability is the result of an organ donation, any increase in the Monthly Benefit within the prior 6 months will not be paid for such Covered Total Disability.

Covered Partial Disability - The benefit payable for each month of Covered Partial Disability is 80% of the Insured Person's Average Monthly Income for the 12 month period immediately preceding his or her Covered Total Disability less any Other Income Benefits he or she is eligible to receive for that month, except that: Such amount will not exceed the Monthly Benefit in force for the Insured Person on the date his or her Covered Total Disability began.

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

Survivor Benefit - If: (a) an Insured Person dies on a day for which a Covered Total Disability benefit is payable; and (b) such Covered Total Disability lasted for at least 30 days immediately before the Insured Person's death; New York Life will pay a benefit equal to 3 times the Monthly Benefit amount in force on the day of the Insured Person's death. The benefit is payable within 30 days after New York Life receives satisfactory proof of the Insured Person's death. The benefit is payable to the Insured Person's surviving relative(s) in the following order of survival: spouse; children equally; brothers and sisters equally; or to the executor or administrator of the Insured Person's estate.

Who Will Be Paid Except as stated below, the benefit will be paid to the Insured Person.

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

Facility Of Payment - New York Life has the right to pay up to \$5,000 of the benefit to anyone who has incurred expenses for the Insured Person's Covered Disability and who is deemed by New York Life to be equitably entitled, if any benefit becomes payable to: (a) the estate of an Insured Person; (b) an Insured Person who is a minor; or (c) an Insured Person who is not competent to give a valid release. Such payment will be proper to the extent made.

DISABILITY INCOME INSURANCE (Continued)

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

1. the Insured Person's Covered Disability ends;
2. New York Life does not receive the required proof that the Insured Person's Covered Disability continues;
3. the Insured Person does not submit to an examination required by New York Life by a doctor it selects; or
4. the Maximum as stated on the Schedule page(s) has been reached.

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

Exhaustion of Benefits - When an Insured Person reaches the Maximum Benefit Period stated on the Schedule pages for a Covered Disability, insurance will be suspended and no Contributions will be due. Insurance on the Insured Person will be resumed without evidence of insurability, if: (a) the Group Policy remains in force; (b) he or she returns to Full-time work for the three month period stated in the Successive Periods Of Total Disability section to qualify as a new disability; (c) New York Life receives written notice of the return to Full-time work within 90 days after such return; (d) he or she is less than the Termination Age Date; (e) he or she continues to be a member of the Institute; (f) he or she is not on Active Duty with the Armed Forces and (g) he or she pays the Contribution from the date the insurance resumes. This resumption of insurance applies to a new Covered Disability, as stated in the Successive Periods Of Total Disability section below.

Successive Periods Of Covered Total Disability - Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are due to the same or related causes, and are separated by less than three months continuous Full-Time work during which the Insured Person is not totally disabled.

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

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

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

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

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

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

Non-Assignability An Insured Person's insurance under the Policy is non-assignable.

WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), an Insured Person's insurance will end on the earliest of:

1. the November 1 on or after the date the Insured Person is no longer affiliated with the Institute;
2. the November 1 on or after the date the Insured Person is no longer at Full-Time work. The Insured Person must immediately notify New York Life of the date that Full-Time work ended. If it is not possible to notify New York Life immediately, notification must be made as soon as reasonably possible. Contributions paid and covering any Insurance Period after such November 1 will be refunded. In no event will disability income benefits be paid for a disability occurring after such November 1. This provision does not apply if the Insured Person is no longer at Full-Time Work due to his or her Covered Total Disability;
3. the Insured Person's Termination Age Date;
4. the last day of the Insurance Period for which the last Contribution has been paid, except that: Insurance will not end if the Contribution for such insurance is paid within 31 days after such day;
5. the day before the day the Policy is changed to end insurance for the group of insureds to which the Insured Person belongs;
6. the day before the day the Insured Person begins Active Duty In The Armed Forces, with the applicable Contributions refunded pro rata; or
7. the day before the day the Policy terminates.

CONTINUANCE

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

Waiver Of Contribution Benefit New York Life will waive the payment of an Insured Person's Contribution:

1. if such Insured Person suffers a Covered Total Disability and such Covered Total Disability continues for six consecutive months; and
2. during the period such Insured Person is receiving Covered Disability benefits after the initial six month period.

The benefit will end on the earliest of the date:

1. insurance would otherwise end as stated on the When Insurance Ends page(s);
2. the Maximum as stated on the Schedule page(s) has been reached; or
3. the end of the Insurance Period during which the Covered Disability ends.

GENERAL PROVISIONS

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

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

Annual Dividends Each year the amount of any divisible surplus is determined by New York Life. Any dividend so determined will be payable as of each Anniversary Date, if all Premium due has been paid. The Policy and Group Policy Numbers [REDACTED] and [REDACTED] issued to the Policyholder by New York Life, will be combined for the purposes of determining and paying divisible surplus. The applicable share of the dividend will be paid in cash to the Policyholder. However, at the Policyholder's written request, New York Life will apply all or any part of such dividend toward the payment of any Premium for the Policy. The dividend will be used by the Policyholder for the benefit of Insured Persons. The Policyholder will determine the allocation of dividends.

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

Conformity With State Laws And/Or Regulations Any provision of the Policy which is in conflict with any law and/or regulation of the Contract State or any extraterritorial law and/or regulation of any other state in which an Insured Person is a resident, is amended to conform to the minimum requirements of such law and/or regulation.

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

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

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

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

Incontestability The incontestability provisions for the Policy and for insurance on Insured Persons are as follows:

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

GENERAL PROVISIONS (Continued)

Insurance On Insured Persons - Except for provisions which relate to eligibility for insurance and for nonpayment of Contributions, New York Life cannot contest the validity of any initial, increased or restored insurance on an Insured Person after it has been in force for two years under the Policy during such Insured Person's lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the Insured Person: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be increased; and/or (b) the provisions of the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

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

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

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

Notice Of Claim The Insured Person must write to New York Life about a claim within 20 days after the occurrence of any disability covered under the Policy. If it is not possible to give notice within 20 days, it must be given as soon as reasonably possible.

Policy Changes The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and New York Life, except an amendment which results from the exercise of a right reserved to New York Life in the Policy. No agent of New York Life can make or change the Policy or waive any of its provisions.

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

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

Termination For Non-Payment Of Premium - A grace period of 120 days will be granted to the Policyholder for the payment of each Premium due other than the first Premium. During the grace period, the Policy will continue in force and insurance in force will continue for all Insured Persons for whom the Contribution has been paid. If any Premium is not paid before the end of the Policyholder grace period, the Policy will automatically terminate at the end of such grace period.

Termination By The Policyholder - The Policyholder may terminate the Policy, only on a Renewal Due Date on or after the first Anniversary Date, by giving written notice to New York Life at least 90 days in advance. The termination will take effect on the later of: (a) the date stated in such notice; or (b) 90 days from the date such notice is received by New York Life.

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

PREMIUM

Table Of Premium Rates

Plan 65

Quarterly Premium Rates Per \$130 Monthly Benefit

Elimination Periods:

<u>Insured Person's Age</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>180 days</u>	<u>365 days</u>
before Age 30	\$ 3.80	\$ 2.55	\$ 2.30	\$ 1.95	\$ 1.70
Age 30 but before Age 40	4.45	2.90	2.70	2.25	2.00
Age 40 but before Age 50	7.65	5.40	5.00	4.30	3.85
Age 50 but before Age 60	11.80	9.05	8.45	6.90	6.00
Age 60 but before Age 63	17.30	13.30	12.40	10.20	8.90
Age 63 but before Age 70	15.80	11.80	10.90	8.20	7.30
Age 70 but before the Termination Age Date	23.00	19.80	18.40	14.00	12.60

Cost Of Living Option – Plan 65

<u>Insured Person's Age</u>	<u>Quarterly Premium Rates</u>
before Age 30	\$.80
Age 30 but before Age 40	.95
Age 40 but before Age 50	1.25
Age 50 but before Age 60	1.40
Age 60 but before Age 63	1.45

Future Purchase Option

Plan 65

Quarterly Premium Rates Per \$130 Monthly Benefit

Elimination Periods:

<u>Insured Person's Age</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>180 days</u>	<u>365 days</u>
	<u>FP Option</u>	<u>FP Option</u>	<u>FP Option</u>	<u>FP Option</u>	<u>FP Option</u>
before Age 30	\$.57	\$.38	\$.35	\$.29	\$.26
Age 30 but before Age 40	.67	.44	.41	.34	.30
Age 40 but before Age 50	1.15	.81	.75	.65	.58

Plan 5

Quarterly Premium Rates Per \$130 Monthly Benefit

Elimination Periods:

<u>Insured Person's Age</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>180 days</u>	<u>365 days</u>
before Age 30	\$ 3.00	\$ 1.95	\$ 1.70	\$ 1.30	\$ 1.10
Age 30 but before Age 40	3.45	2.15	1.90	1.40	1.20
Age 40 but before Age 50	5.65	3.80	3.40	2.40	2.10
Age 50 but before Age 60	10.60	8.05	7.35	5.75	5.10
Age 60 but before Age 63	17.30	13.30	12.40	10.20	8.90
Age 63 but before Age 70	15.80	11.80	10.90	8.20	7.30
Age 70 but before the Termination Age Date	23.00	19.80	18.40	14.00	12.60

PREMIUM (Continued)

Future Purchase Option

Plan 5

Quarterly Premium Rates Per \$130 Monthly Benefit

Elimination Periods:

<u>Insured Person's Age</u>	<u>30 days FP Option</u>	<u>60 days FP Option</u>	<u>90 days FP Option</u>	<u>180 days FP Option</u>	<u>365 days FP Option</u>
before Age 30	\$.45	\$.29	\$.26	\$.20	\$.17
Age 30 but before Age 40	.52	.44	.29	.24	.18
Age 40 but before Age 50	.85	.81	.51	.36	.32

The following premium rates are applicable to an Insured Person who on November 1, 1993: (a) was Age 65 or over; and (b) did not elect one of the new Options illustrated on the Schedule page(s); and will apply to the Plan and Option in force on October 31, 1993 until such Insured Person elects one of the new Monthly Benefits as stated on the When Insurance Takes Effect page(s).

Plan 65

Quarterly Premium Rates For Option 1

Elimination Periods:

<u>Insured Person's Age</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>180 days</u>	<u>365 days</u>
before Age 30	\$ 3.80	\$ 2.55	\$ 2.30	\$ 1.95	\$ 1.70
Age 30 but before Age 40	4.45	2.90	2.70	2.25	2.00
Age 40 but before Age 50	7.65	5.40	5.00	4.30	3.85
Age 50 but before Age 60	11.80	9.05	8.45	6.90	6.00
Age 60 but before Age 63	17.30	13.30	12.40	10.20	8.90
Age 63 but before Age 65	15.80	11.80	10.90	8.20	7.30
Age 65 but before Age 70	7.90	5.90	5.45	4.10	3.65
Age 70 but before the Termination Age Date	5.75	4.95	4.60	3.50	3.15

Cost Of Living Option – Plan 65

<u>Insured Person's Age</u>	<u>Quarterly Premium Rates</u>
before Age 30	\$.80
Age 30 but before Age 40	.95
Age 40 but before Age 50	1.25
Age 50 but before Age 60	1.40
Age 60 but before Age 63	1.45

PREMIUM (Continued)

Plan 5

Quarterly Premium Rates For Option 1

Elimination Periods:

<u>Insured Person's Age</u>	<u>30 days</u>	<u>60 days</u>	<u>90 days</u>	<u>180 days</u>	<u>365 days</u>
before Age 30	\$ 3.00	\$ 1.95	\$ 1.70	\$ 1.30	\$ 1.10
Age 30 but before Age 40	3.45	2.15	1.90	1.40	1.20
Age 40 but before Age 50	5.65	3.80	3.40	2.40	2.10
Age 50 but before Age 60	10.60	8.05	7.35	5.75	5.10
Age 60 but before Age 63	17.30	13.30	12.40	10.20	8.90
Age 63 but before Age 65	15.80	11.80	10.90	8.20	7.30
Age 65 but before Age 70	7.90	5.90	5.45	4.10	3.65
Age 70 but before the Termination Age Date	5.75	4.95	4.60	3.50	3.15

The following premium rates are applicable to an Insured Person who on November 1, 1989: (a) was Age 60 or over; and (b) did not elect one of the new Options illustrated on the Schedule page(s); and will apply to the Plan and Option in force on October 31, 1989 until such Insured Person elects one of the new Monthly Benefits as stated on the When Insurance Takes Effect page(s).

Schedule 65 Plans

Quarterly Premium Rates For Option 1

Elimination Periods:

<u>Insured Person's Age</u>	<u>Plan I 30 days</u>	<u>Plan II 60 days</u>	<u>Plan III 90 days</u>	<u>Plan IV 180 days</u>
Age 60 but before Age 63	\$ 8.65	\$ 6.65	\$ 6.20	\$ 5.10
Age 63 but before Age 70	7.90	5.90	5.45	4.10
Age 70 but before the Termination Age Date	5.75	4.95	4.60	3.50

Schedule 5 Plans

Quarterly Premium Rates For Option 1

Elimination Periods:

<u>Insured Person's Age</u>	<u>Plan I 30 days</u>	<u>Plan II 60 days</u>	<u>Plan III 90 days</u>	<u>Plan IV 180 days</u>
Age 60 but before Age 63	\$ 8.65	\$ 6.65	\$ 6.20	\$ 5.10
Age 63 but before Age 70	7.90	5.90	5.45	4.10
Age 70 but before the Termination Age Date	5.75	4.95	4.60	3.50

PREMIUM (Continued)

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

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

1. Premium Date. New York Life will mail or deliver a written notice to the Policyholder at least 60 days before the date such change is to take effect; or
2. date New York Life's liability is changed by Policy amendment, any governmental program, law or regulation. An exercise of this right will not stop New York Life from exercising its right in 1. above.

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

COST STABILIZATION RESERVE

A Cost Stabilization Reserve will be held by New York Life, subject to the following terms and conditions, to be used for any charges made by New York Life against the Policy:

Cost Stabilization Reserve Factors As of the end of each Policy Year to which the Policy has been continued by the payment of all Premium due, provided that the Policy Year begins on or after September 1, 1981, New York Life will determine each of the following Cost Stabilization Reserve Factors:

1. Prior Balance, which will consist of the amount, if any, of the Cost Stabilization Reserve held for the Policy as of the end of the immediately preceding Policy Year;
2. Supplementary Payments, which will consist of the aggregate of the amounts, if any, paid by the Policyholder during such Policy Year for credit at the Policyholder's request to the Cost Stabilization Reserve;
3. Reductions, which will consist of the amount by which the Prior Balance was reduced in accordance with the Changes In Cost Stabilization section;
4. Interest Credits, which will consist of the amount of interest credited by New York Life to the Policy for such Policy Year on the amount of the Prior Balance less Reductions, if any, and of the Supplementary Payments, New York Life using for this purpose such rate of interest as it declares applicable to a Cost Stabilization Reserve;
5. Additional Credits, which will consist of the aggregate of all other amounts, including 100% of the annual rate at which Premium is payable under the Policy for the insurance in force on the last day of such Policy Year and any other items of credit, which are credited by New York Life to the Policy for such Policy Year; and
6. Aggregate Charges, which will consist of the aggregate amount of all charges made by New York Life against the Policy for such Policy Year, including claim charges, expense charges, and any other amounts as may be charged by New York Life against the Policy for such Policy Year.

Amount Of Cost Stabilization Reserve Subject to the Minimum Amount and Maximum Amount below, the amount of the Cost Stabilization Reserve as of the end of any such Policy Year will be the applicable amount determined as follows:

1. If, as determined for a Policy Year, the Additional Credits exceed the Aggregate Charges, the amount of the Cost Stabilization Reserve will be the total of the Prior Balance, Supplementary Payments, Interest Credits, less Reductions, and 100% of the excess, if any, of the Additional Credits over the sum of the Aggregate Charges.
2. If, as determined for a Policy Year, the Additional Credits do not exceed the Aggregate Charges, the amount of the Cost Stabilization Reserve will be the total of the Prior Balance, Supplementary Payments, and Interest Credits, less Reductions, and the amount, if any, by which the Aggregate Charges exceed the Additional Credits.

The Minimum Amount of such reserve as of the end of any such Policy Year will be zero.

The Maximum Amount of such reserve as of the end of any such Policy Year will be 100% of the annual rate at which Premium is payable under the Policy for the insurance in force on the last day of such Policy Year.

Restriction On Amount Of Supplementary Payments The Policyholder may not, in any Policy Year, make any Supplementary Payment which, together with any Prior Balance and any other previous Supplementary Payments made during such Policy Year, will exceed the Maximum Supplementary Amount which will be 100% of the annual rate at which Premium is payable under the Policy for the insurance in force on the last day of a month in which a Supplementary Payment is made.

COST STABILIZATION RESERVE (Continued)

Changes In Cost Stabilization Reserve Upon written request made by the Policyholder prior to the beginning of any Policy Year, and approved by New York Life, the Policyholder may change any one or more of the following:

1. the percentage set forth in item 1. of the Amount Of Cost Stabilization Reserve section;
2. the Maximum Amount set forth in such section; and/or
3. the Maximum Supplementary Amount set forth in the Restriction On Amount Of Supplementary Payments section.

Any such change must be made by amendment to the Policy, and will apply as of the end of such Policy Year and thereafter.

New York Life reserves the right to change the Maximum Amount for the Cost Stabilization Reserve, or the Maximum Supplementary Amount, or both, by giving the Policyholder written notice thereof prior to the beginning of any Policy Year. Any such change will apply as of the end of such Policy Year and thereafter.

If a change is made as above provided in the Maximum Amount for the Cost Stabilization Reserve, or the Maximum Supplementary Amount, or both, any such change will continue to apply until a different maximum is established as above provided.

If the percentage set forth in item 1. of the Amount Of Cost Stabilization Reserve section is changed as above provided, such changed percentage will continue to apply until a further change is made as above provided.

New York Life reserves the right to reduce the Amount Of The Cost Stabilization Reserve Prior Balance on any Premium Date, subject to approval by the Policyholder. The amount of such reduction will be used solely for the benefit of the Insured Persons. The Policyholder will determine the allocation of dividends.

Termination Of Cost Stabilization Reserve This Cost Stabilization Reserve may be terminated as provided below:

1. Either the Policyholder or New York Life may, by giving written notice thereof to the other party prior to the beginning of a Policy Year, terminate the Cost Stabilization Reserve as of the end of such Policy Year. The amount of the Cost Stabilization Reserve determined as of the end of such Policy Year will be paid to the Policyholder, provided that the Policy is continued beyond the end of such Policy Year by the payment of all Premium due. If written notice terminating the Cost Stabilization Reserve is given and the Policy is not so continued beyond the effective date of such termination, final disposition of the Cost Stabilization Reserve will be in accordance with item 2. of this section.
2. If the Policy is terminated for any reason, New York Life will determine each of the Cost Stabilization Reserve Factors and the amount of the Cost Stabilization Reserve in the manner set forth above, except that such determination will be for the period beginning on the Anniversary Date immediately preceding the date the Policy terminates and continuing, as determined by New York Life, for not more than 12 months beyond the date the Policy terminates. The amount of the Cost Stabilization Reserve as of the end of such period will be paid to the Policyholder.

"Policy Year" Defined The term "Policy Year", as used herein, means a period beginning on September 1, 1981 or on an Anniversary Date occurring after said date, and ending on the earlier of the date: (a) preceding the next following Anniversary Date; or (b) the Policy terminates.

DEFINITIONS

Active Duty In The Armed Forces means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered Active Duty In The Armed Forces.

Age means the attained age on the most recent November 1, except that: On the date insurance is initially effective under an Option, Age means the attained age on such date.

Annual Gross Earned Income means a person's wages, salaries, commissions, fees and any other amounts received by such person for personal services for any twelve month period. These income amounts are computed: (a) before deduction of any income taxes or social insurance taxes; and (b) after deduction of normal and usual business expenses that are deductible for income tax purposes.

Annual Gross Earned Income does not include income from interest, dividends, rent, royalties, annuities, other insurance and other unearned income.

Applicant means an Eligible Person or an Insured Person.

Average Monthly Income means as of any date, a person's Annual Gross Earned Income for the immediately preceding twelve month period, divided by twelve.

Certificate Effective Date means the initial Current Benefit Date.

Complication Of Pregnancy means:

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

Contribution means the applicable full periodic payment toward the Premium, received by the Policyholder, which one of the following persons must pay for insurance to take effect on the Current Benefit Date and/or for insurance to continue in force under the Policy: an Insured Person; or any other person as required by the Policyholder. Contribution is determined by the Policyholder and is due on each Renewal Due Date.

CPI-U means the Consumer Price Index For All Urban Consumers, All Items, as published by the Bureau Of Labor Statistics. If the CPI-U, in New York Life's opinion, is no longer a valid index for the purpose of the Cost Of Living Option, or is no longer published by the Bureau Of Labor Statistics, New York Life will use a new index. The new index will be one approved by the insurance supervisory official of the Contract State.

Current Benefit Date means the date that initial, changed or restored insurance takes effect as follows: (a) the day New York Life approves such insurance; and/or (b) the Renewal Due Date following the day New York Life approves a decrease in insurance.

DEFINITIONS (Continued)

Eligible Person means a member of the Institute, if such person:

1. has not exceeded Age 70;
2. has a minimum Annual Gross Earned Income of \$20,000 for the immediately preceding twelve month period; and
3. is not a resident of an Excluded State.

Eligible Person does not include a person who is on Active Duty In The Armed Forces or a full-time student.

Elimination Period means the initial, continuous period of an Insured Person's Covered Total Disability which must be completed before such Covered Total Disability becomes initially payable. The Elimination Period is stated on the Schedule page(s).

Excluded State means: anywhere except the fifty states of the United States Of America, the District Of Columbia, Puerto Rico or any province of the Dominion Of Canada.

Factor Limit means the limit determined from the following table for any year during which benefits are payable for a Covered Disability, as follows:

<u>Year</u>	<u>Factor Limit</u>	<u>Year</u>	<u>Factor Limit</u>	<u>Year</u>	<u>Factor Limit</u>
1st	1.00	6th	1.28	11th	1.63
2nd	1.05	7th	1.34	12th	1.71
3rd	1.10	8th	1.41	13th	1.80
4th	1.16	9th	1.48	14th	1.89
5th	1.22	10th	1.55	15th and subsequent	2.00

Full-Time means the active performance for pay or profit of the regular duties of one's normal occupation on a basis of at least 30 hours each week at a place where such duties are normally performed or other location to which travel is required.

Illness means injury or sickness.

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

Insurance Period means the span of time from a Renewal Due Date through the day before the next Renewal Due Date, during which insurance continues, if the Contribution for such span of time is paid.

Insured Person means a person who: (a) was an Eligible Person on his or her Certificate Effective Date; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

Institute means the [REDACTED]

DEFINITIONS (Continued)

Other Income Benefits means the amount of any:

1. salary or other compensation the Insured Person receives for work performed while disabled and the amount of any income payment under a salary continuance plan;
2. income payments, other than unearned income, from a professional corporation, partnership or other group practice arrangement. Income payments include the cost of an Insured Person's fringe benefits and the share of the total contributions to corporate surplus;
3. income payments under a retirement plan, other than a government pension plan, which starts on or after the date of disablement for which Covered Disability benefits become payable;
4. income payments under a government pension plan which starts on or after the date of disablement for which Covered Disability benefits become payable. Any increase in such payments that occurs after the Elimination Period is excluded from the determination of such benefits;
5. benefits for loss of time from employment which is provided for a disability under: (a) any plan arranged by any employer, union or association; (b) any fund or other arrangement pursuant to any compulsory disability benefit act or law; or (c) an individual disability income policy; and/or
6. benefits in the form of periodic cash payments for a disability, excluding any benefits for a disability starting before the Insured Person's Current Benefit Date, which is provided:
 - a. under any group life insurance plan;
 - b. by any federal, state, provincial, municipal or other governmental agency, or pursuant to the Federal Railroad Retirement Act; or
 - c. under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the Insured Person's record of wages and self-employment income and payable to the Insured Person or a spouse or child of the Insured Person, without regard to any deductions from such benefits which can be made: (1) on account of work; (2) because of the Insured Person's refusal to accept rehabilitation; or (3) because a spouse or child of the Insured Person has elected to be paid benefits under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the spouse's or child's own record of wages and self-employment income. In determining the amount of such benefits, however, there will be excluded the amount of any increase therein which occurs after the Elimination Period.

Preexisting Condition means an illness or any condition related to such illness for which a person consults a doctor, receives medical services or supplies or takes any medication during the 12 month period immediately before the Insured Person's Certificate Effective Date, if such illness or condition is not fully disclosed when a request for initial insurance is made under the Policy. Preexisting Condition does not include: (a) any such illness or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication for a continuous period of 12 consecutive months after the date he or she first becomes an Insured Person; (b) any such illness or condition after such person has been continuously insured under the Policy for 24 months; or (c) an illness or condition classified as an Impairment Restriction.

Premium means, as of any Premium Date, the sum of the following which the Policyholder must remit and New York Life must receive for the Policy to take effect on the Effective Date and/or for the Policy to continue in force: for each Monthly Benefit under each Plan, Elimination Period and Cost Of Living Option: the number of Insured Persons times the applicable premium rate as stated on the Premium page(s); except that: Insured Persons for whom insurance is being continued under the Waiver Of Contribution Benefit section on the Continuance page(s) will not be used in the above calculations. Premium is determined by New York Life. The Policyholder is liable to remit all Premium. Premium is due on each Premium Date. Any method of determining Premium may be used which produces about the same total, if such method is agreeable to the Policyholder and New York Life.

DEFINITIONS (Continued)

Premium Date means the following dates on or before which the Policyholder must pay the Premium to New York Life, for: (a) the first Premium, the Effective Date; and (b) each later Premium until termination of insurance under the Policy, each Renewal Due Date.

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

Primary Insurance means an Insured Person's insurance for himself or herself.

Renewal Due Date means the following dates on or before which the Contribution must be paid to the Policyholder:

1. initially: (a) the Certificate Effective Date; or (b) if by agreement between the Policyholder and New York Life and without individual selection, within 31 days after the Certificate Effective Date. The first Contribution will be reduced pro rata if the Insurance Period from the Certificate Effective Date to the next Renewal Due Date is less than: 12 months if the mode of payment is annual; 6 months if the mode of payment is semiannual; or 3 months if the mode of payment is quarterly; and
2. thereafter, based on the mode of payment elected by the Insured Person and accepted by the Policyholder, each: (a) November 1 for the annual mode of payment; (b) November 1 and May 1 for the semiannual mode of payment; or (c) November 1, February 1, May 1 and August 1 for the quarterly mode of payment.

Termination Age Date means the date insurance for an Insured Person ends due to his or her attainment of the stated Age, as follows: the November 1 on or after the date the Insured Person reaches age 75.

MARYLAND REGULATIONS

The following applies to Maryland residents:

1. The following Notice is added to the face page of the Certificate:

NOTICE

**THE POLICY MAY OMIT SOME OF THE MANDATED BENEFITS
REQUIRED FOR A POLICY ISSUED AND DELIVERED IN MARYLAND**

2. For the purpose of clarifying the intent of the parties with respect to the instances in which insurance ends, the When Insurance Ends page(s) is replaced by the following:

WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), an Insured Person's insurance will end on the earliest of:

1. the Insured Person's Termination Age Date;
2. the last day of the Insurance Period for which the last Contribution has been paid, except that: Insurance will not end if the Contribution for such insurance is paid within 31 days after such day; or
3. the later of: (a) the date stated in the Insured Person's written request to end the insurance; or (b) the date New York Life receives the Insured Person's written request to end the insurance.



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

GROUP INSURANCE POLICY RIDER

to be attached to and made a part of the Policy

POLICYHOLDER

EFFECTIVE DATE

OCTOBER 1, 2014

POLICY NUMBER

[REDACTED] (the "Policy")

CONTRACT STATE

DISTRICT OF COLUMBIA

RIDER NUMBER

15

NEW YORK LIFE agrees that the Policy is changed, as of the Effective Date, as follows:

For the purpose of replacing the following State Regulations page(s):

Tennessee

The Riders Section on the Table of Contents page(s) is replaced by the attached page 3, and the attached State Regulations page(s) dated October 1, 2014 replaces the previously issued State Regulations page.

Secretary

President

Countersignature

TENNESSEE REGULATIONS

The following applies to Tennessee residents:

1. The following Notice is added to the face page of the Policy and the Certificate:

NOTICE

If you have any questions or complaints regarding your group insurance plan, you may write to either of the following Service Office addresses:

Mercer Consumer
12421 Meredith Drive
Urbandale, Iowa 50398
1-800-424-9883

New York Life Insurance Company
51 Madison Avenue
New York, New York 10010
1-800-792-9686

2. For the purpose of deleting references to inaccurate facts and determination of the validity of the insurance, the Misstatements section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

Misstatements If the age of the Insured Person has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

3. The Facility of Payment provision on the Disability Income Insurance page(s) is revised to lower the amount to \$1,000 as follows:

Facility Of Payment New York Life has the right to pay up to \$1,000 of the benefit to anyone who has incurred expenses for the Insured Person's Covered Disability and who is deemed by New York Life to be equitably entitled, if any benefit becomes payable to: (a) the estate of an Insured Person; (b) an Insured Person who is a minor; or (c) an Insured Person who is not competent to give a valid release. Such payment will be proper to the extent made.