



**New York Life Insurance Company**

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

**GROUP ANNUAL RENEWABLE TERM LIFE & DEPENDENT LIFE INSURANCE  
WITH AN ACCELERATED DEATH BENEFIT  
AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE CERTIFICATE  
("CERTIFICATE")**

**POLICYHOLDER** GOVERNMENT EMPLOYEES' BENEFIT  
ASSOCIATION, INCORPORATED  
**POLICY NUMBER** G-29555-0  
**CONTRACT STATE** DISTRICT OF COLUMBIA

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

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

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

**Conditionally Renewable** Insurance under the Policy will be renewed automatically on each Anniversary Date if its terms and conditions are met. Insurance for an INSURED MEMBER will be renewed automatically on each CONTRIBUTION DATE for an INSURANCE PERIOD except for certain contractually specified reasons.

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

Highlights and other details of insurance appear in the Individual Schedule of Benefits page(s) and in the State Regulations page(s) if any. These pages are attached to and made a part of the Certificate.

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

**Accelerated Death Benefit** The Death Benefit will be reduced if the Accelerated Death Benefit is paid. CONTRIBUTIONS will remain unchanged. New York Life will send the INSURED MEMBER a statement which will specify the effect the payment of the Accelerated Death Benefit will have on the Death Benefit and CONTRIBUTIONS.

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

  
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Secretary

  
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President

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

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### IMPORTANT NOTICE

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

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

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

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

**Notice Of Claim** The claimant must notify the ASSOCIATION or New York Life about a claim within 30 days after the occurrence of any loss covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

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

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

**Claims Payment** The benefit is payable within 30 days after receipt of satisfactory proof of the covered loss.

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

## IMPORTANT NOTICE

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

1. Premium date on or after March 31, 2017, but not more than once in any 12 month period. New York Life will mail or deliver a written notice to the Policyholder at least 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.

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

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

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

1. have a person, for whom claim is made, examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending; and/or
2. in the event of loss of life: (a) reasonably 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.

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

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

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

**Insurance On Covered Persons** - Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial or restored insurance on a COVERED PERSON after it has been in force for two years prior to the contest under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties. The time insured under: (a) the PREVIOUS POLICY for TRANSFER INSURANCE; or (b) a policy being surrendered and replaced; will also be used to determine if the two year contestable period has elapsed.

## IMPORTANT NOTICE

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

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

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

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

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

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

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

**Policyholder Grace Period** – The Policyholder is entitled to a grace period of 120 days for the payment of each premium due except for the first. During the Policyholder Grace Period, the Policy continues in force. If the premium due is not paid before the end of the Policyholder Grace Period, the Policy automatically ends on the last day of such Policyholder Grace Period. However, if in accordance with the terms of the Policy, the Policyholder gives New York Life written notice of termination with an effective date that precedes the end of the Policyholder Grace Period, the Policy terminates on the date stated in such notice of termination.

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

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

## WHEN INSURANCE TAKES EFFECT

**Requests** An APPLICANT can request to:

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

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

1. the APPLICANT must give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life. New York Life will treat a request for insurance submitted to the carrier of the PREVIOUS POLICY as a request for insurance submitted to New York Life. A written request for restoration must be given within six months after the date such CONTRIBUTION was due;
2. the APPLICANT must give New York Life satisfactory medical evidence of insurability, if such evidence is required, for the proposed COVERED PERSON. Such evidence is not required for: (a) TRANSFER INSURANCE; (b) restoration of insurance; (c) insurance offered to a NEW HIRE member; or (d) insurance offered during an OPEN ENROLLMENT PERIOD. An APPLICANT can only accept a NEW HIRE and OPEN ENROLLMENT PERIOD offer one time during his or her lifetime. The OPEN ENROLLMENT PERIOD offer excludes: (a) any ELIGIBLE MEMBER whose prior application for insurance was declined or withdrawn; and (b) current INSURED MEMBERS whose prior application was not subject to full medical underwriting;
3. the APPLICANT must pay the CONTRIBUTION no later than the initial CONTRIBUTION DATE. Any contribution paid under the PREVIOUS POLICY for such insurance, covering the period on or after the INSURANCE DATE, will be applied to insurance under the Policy. For restoration of insurance, all references to the payment of CONTRIBUTION include all unpaid CONTRIBUTIONS from the date insurance ended;
4. the proposed COVERED PERSON must not be confined at home, in a hospital or other medical institution on the INSURANCE DATE;
5. New York Life must approve the insurance; and
6. for DEPENDENT INSURANCE, the APPLICANT must be an INSURED MEMBER on the INSURED DEPENDENT'S INSURANCE DATE.

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

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

Exception: The INSURANCE DATE for a proposed COVERED PERSON who was confined at home, in a hospital or other medical institution on the date such insurance would otherwise have taken effect, will take effect on the day after the day the proposed COVERED PERSON is no longer so confined at home, in a hospital or other medical institution, if: (a) such day is within three months of the date insurance would otherwise have taken effect; (b) for DEPENDENT INSURANCE, the APPLICANT is an INSURED MEMBER or a SURVIVOR SPOUSE on that day; and (c) the proposed COVERED PERSON is still eligible to obtain the insurance on that day. If these requirements are not satisfied, insurance will not take effect.

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

## **LIFE AND DEPENDENT LIFE INSURANCE**

New York Life will pay a benefit for a COVERED PERSON'S: (a) Terminal Illness; or (b) death; in accordance with all of the following:

**Accelerated Death Benefit** The Accelerated Death Benefit is available to a COVERED PERSON who has a Terminal Illness ("Terminal Illness" is a medical condition where the patient has a life expectancy of 12 months or less).

**Death Benefit** The Death Benefit is the benefit payable for a COVERED PERSON'S death.

### **For The Benefit To Be Paid**

**Accelerated Death Benefit** For the Accelerated Death Benefit to be paid: (1) the Policyholder must receive a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life must receive satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness.

**Death Benefit** For the Death Benefit to be paid, New York Life must receive satisfactory proof of the COVERED PERSON'S death.

**What Benefit Is Payable** The benefit payable is as follows:

**Accelerated Death Benefit** The Accelerated Death Benefit payable is 75% of the amount of insurance in force on the COVERED PERSON'S life on the date New York Life approves the request for the Accelerated Death Benefit, but not more than \$250,000, except that: If a reduction of insurance due to age is scheduled within one year of the date New York Life approves such request, the benefit payable will be the anticipated age reduced amount of insurance. The benefit will be paid in a lump sum. The benefit is payable once while the COVERED PERSON is insured under the Policy, whether insurance is continuous or interrupted.

**Death Benefit** Except as stated below, the Death Benefit payable is the amount of insurance in force for the COVERED PERSON on the date of his or her death, less the amount paid on his or her behalf under the Accelerated Death Benefit. The benefit will be paid in a lump sum. New York Life will pay interest on the Death Benefit from the date of the COVERED PERSON'S death until the date of payment. Interest will be at the greater of the annual interest rate declared by New York Life for policy proceeds left with New York Life under Option 1 (Proceeds at Interest) or the minimum required by state law. Any CONTRIBUTION paid beyond the date of the COVERED PERSON'S death will be refunded.

**Suicide** - A COVERED PERSON'S death is excluded if it: (a) is due to or related to and/or occurs during suicide, an attempt at suicide or intentionally injuring himself or herself; and (b) occurs within 24 months from an INSURANCE DATE; whether such COVERED PERSON is sane or insane. The only amount payable is a return of the applicable CONTRIBUTIONS. The time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the 24 month period has elapsed.

### **Beneficiary**

**Accelerated Death Benefit** The Accelerated Death Benefit will be paid to the INSURED MEMBER, except that: If New York Life has received satisfactory proof of the INSURED MEMBER'S death before such payment is made, payment will be made in accordance with the Death Benefit subsection of the Beneficiary section.

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

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

## LIFE AND DEPENDENT LIFE INSURANCE

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

For an INSURED SPOUSE or INSURED CHILD, the automatic beneficiary is the INSURED MEMBER. However, the INSURED MEMBER can designate a beneficiary or change his or her beneficiary designation.

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

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

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

**Individual Policy** - Subject to the Facility Of Payment exception and unless otherwise stated by the INSURED MEMBER, the benefit will be paid to the INSURED MEMBER'S beneficiary last recorded under an individual policy, if: (a) application for the individual policy was made under a conversion right; (b) the benefit is not payable under the individual policy; (c) the individual policy, if issued, is surrendered to New York Life; and (d) the benefit is paid under the Policy.

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

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### AD&D INSURANCE

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

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

1. except as stated in the Exposure and Disappearance liberalizations, an INSURED MEMBER suffers, but only if such loss results from an accidental injury and such: (a) loss occurs within 365 days of such injury; (b) injury occurs while he or she is insured under the Policy; and (c) injury is the direct result of the accident and is independent of all other causes. Termination of the Policy or of an INSURED MEMBER'S insurance will not prejudice the payment of benefits for a Covered Loss which resulted from an accidental injury that occurred before the date of such termination.

**Exposure Benefit** – If an INSURED MEMBER suffers a loss listed in the Table of Benefits as a result of exposure to the elements, such loss will be considered to be a Covered Loss resulting from an accidental injury.

**Disappearance** - If the INSURED MEMBER is riding in a conveyance and such conveyance either disappears or sinks as the result of an accident and the INSURED MEMBER'S body is not found within one year after the accident, New York Life will presume the INSURED MEMBER suffered a loss of life due to an accidental injury within 365 days of such accident;

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

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## AD&D INSURANCE

**Exclusions** The following losses are excluded:

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

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

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

**Drugs** – A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S: (a) voluntary use of illegal drugs; (b) intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; or (c) intentional misuse of prescription drugs.

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

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

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

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

**What Benefit Is Payable** The benefit payable for a Covered Loss is the applicable percentage of the Principal Sum in force for the INSURED MEMBER on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 30 days after receipt of satisfactory proof. The benefit will be paid in a lump sum. New York Life will pay interest on the Death Benefit from the date of the INSURED MEMBER'S death until the date of payment. Interest will be paid at the greater of the annual interest rate declared by New York Life for policy proceeds left with New York Life under Option 1 (Proceeds at Interest) or the minimum required by state law. In addition to the benefits payable for a Covered Loss, an INSURED MEMBER may be entitled to the benefits outlined below.

**Adaptive Home/Auto Benefit** – An additional benefit is payable which is equal to the lesser of: (a) 5% of the Principal Sum; or (b) \$5,000 of actual expenses incurred for necessary modifications to the INSURED MEMBER'S home and/or automobile required to accommodate physical disabilities due to a Covered Loss that is the result of an accident.

**Bereavement and Trauma Counseling** – New York Life will pay an additional benefit if the INSURED MEMBER requires bereavement and trauma counseling within one year of a Covered Loss. The benefit amount is the lesser of: (a) the actual amount charged for counseling session; or (b) \$100; for a maximum of 10 counseling sessions. Counseling must be provided by a licensed psychiatrist, psychologist or other medical professional acting within the scope of his/her license. The counseling must: (1) be essential to assist in coping with the loss for which it is provided; and (2) be provided for a cost.

## AD&D INSURANCE

**Coma Benefit** – New York Life will pay an additional benefit provided 100% of the Principal Sum has not been paid, if: (a) an INSURED MEMBER lapses into a Coma as a result of an accidental injury; (b) the Coma occurs within 365 days of the accidental injury; and (c) the Coma has lasted for a minimum of 30 days. The benefit will be equal to 1% of the INSURED MEMBER'S Principal Sum. This benefit will be paid monthly until the earliest of the following: (1) the date the INSURED MEMBER is no longer in a Coma; (2) the date of the INSURED MEMBER'S death; (3) 100 months following the date monthly benefits commenced; or (4) 100% of the INSURED MEMBER'S Principal Sum has been paid.

“Coma” means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The COVERED PERSON must be confined in a medical facility and diagnosed as comatose by a licensed physician.

**Common Carrier Benefit** - If the Covered Loss is the result of an accident while the INSURED MEMBER is boarding, leaving, or riding as a passenger on a Common Carrier or as a result of being stuck by a Common Carrier, an additional amount equal to 100% of the Principal Sum is payable. Common Carrier means a conveyance operated by a concern, if: (a) such concern is organized and licensed for the transportation of passenger for hire; and (b) such conveyance is operated by an employee of such concern.

**Day Care Benefit** - New York Life will pay an additional benefit if an INSURED MEMBER'S death is a Covered Loss and:

1. at the time of such INSURED MEMBER'S death, his or her child is under age 13 and enrolled in a DAY CARE PROGRAM; and
2. satisfactory proof of enrollment, as described below, is provided to New York Life 120 days following the INSURED MEMBER'S death. If it is not possible to give proof within such period, it must be given as soon as reasonably possible.

The benefit amount is the lesser of: (a) 5% of the amount payable under the INSURED MEMBER'S Principal Sum Amount; or (b) \$5,000, or (c) the actual amount of Day Care costs for one year.

The benefit is paid each year for each child who qualifies for the Day Care Benefit, except that no more than four Day Care Benefits will be paid for each such child.

The benefit will be paid to the child's legal representative.

Proof of the child's enrollment in an approved DAY CARE PROGRAM may include, but not be limited to, the following:

1. a copy of the child's approved enrollment application in an approved DAY CARE PROGRAM;
2. canceled check(s) which prove payment to an approved DAY CARE PROGRAM; and
3. correspondence from the DAY CARE PROGRAM confirming that the child is attending the program or has been enrolled in the program and will be attending such program within 365 days of the INSURED MEMBER'S death.

If the INSURED MEMBER does not have a child eligible for this benefit at the time of the INSURED MEMBER'S death, New York Life will pay a flat benefit of \$500.

“**DAY CARE PROGRAM**” is a child care program which:

1. is operated in a private home, school or other facility; and
2. provides and charges a fee for the care of children; and
3. is licensed as a Day Care Center or is operated by a licensed Day Care Provider, if such licensing is required by the state or jurisdiction in which it is located; or if licensing is not required, provides childcare on a daily basis for 12 months a year; and
4. is not provided by an immediate relative of the child receiving the care. An immediate relative is a sibling, parent, stepparent, grandparent, aunt or uncle.

## AD&D INSURANCE

**Education Benefit** – New York Life will pay an additional benefit if an INSURED MEMBER’S death is a Covered Loss and such INSURED MEMBER has an ELIGIBLE SPOUSE and/or ELIGIBLE CHILD(REN), who, at the time of such INSURED MEMBER’S death:

1. for an ELIGIBLE SPOUSE, is enrolled in any professional or trades program within 12 months for the purpose of obtaining an independent source of support or enriching his or her ability to earn a living.
2. for an ELIGIBLE CHILD(REN), is a student attending an accredited post-secondary educational institution, including but not limited to a college or a vocational or technical school on a full-time basis as determined by such institution or is in the 12<sup>th</sup> grade on the date of your death and becomes a full-time student in a school within 365 days after that day.

For an ELIGIBLE SPOUSE, the benefit payable is the lesser of: (a) 5% of the INSURED MEMBER’S Principal Sum in force on the date of his or her death; (b) \$5,000; or (c) the actual amount of the tuition charge for one school year. The benefit is payable for only one year.

For an ELIGIBLE CHILD(REN), the benefit payable is the less or: (a) 25% of the INSURED MEMBER’S Principal Sum in force on the date of his or her death; (b) \$25,000; or (c) the actual amount of the tuition charge for one school year. The benefit is payable each year for up to four consecutive years, except that: the benefit will end for such student if he or she ceases to qualify as a student as stated above.

The benefit payable for an INSURED MEMBER’S ELIGIBLE SPOUSE is payable to such ELIGIBLE SPOUSE. The benefit payable for an INSURED MEMBER’S ELIGIBLE CHILD(REN) is payable to such ELIGIBLE CHILD(REN), except that if such ELIGIBLE CHILD(REN) is a minor, the benefit will be paid to an INSURED MEMBER’S legal representative.

If the INSURED MEMBER does not have a dependent eligible for this benefit at the time of the INSURED MEMBER’S death, New York Life will pay a flat benefit of \$500.

**Repatriation Benefit** - If an INSURED MEMBER’S death occurs outside the territorial limits of the state or country of his or her permanent residence, and is a Covered Loss, the Plan will pay a Repatriation Benefit. The benefit is the lesser of: (a) the actual cost of cremation or preparing the body for burial and transportation of the body to the burial or cremation site; or (b) \$5,000. The Repatriation Benefit is limited to the: (a) preparation of the body for burial or cremation; and (b) transportation of the body to the place of burial or cremation.

**Seat Belt Benefit** - New York Life will pay an additional benefit if an INSURED MEMBER’S death is a Covered Loss and such INSURED MEMBER dies as a result of injuries sustained in an accident, provided the death occurs within 365 days of the accident, while: (a) traveling in a Private Passenger Car; (b) the seatbelt was in proper use by the INSURED MEMBER at the time of the accident as certified in the accident report or by the investigating officer; and (c) the driver of the Private Passenger Car was a licensed driver and was not intoxicated, impaired or under the influence of alcohol or drugs.

The benefit amount is \$10,000. If use of a seat belt cannot be verified, a benefit of \$1,000 will be paid.

A copy of the accident report made out by the police must be submitted to New York Life.

“Private Passenger Car” means a validly registered four-wheeled privately owned or leased or Employer-owned or leased car, jeep, pickup truck or van, including a sport utility vehicle (SUV), that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

**Air Bag Benefit** – If the Seat Belt Benefit is payable as stated above, New York Life will pay an additional benefit if the INSURED MEMBER was positioned in a seat protected by a properly functioning, original, factory-installed airbag system that inflates on impact when the accident occurred. The benefit amount is \$5,000. If use of a seat belt cannot be verified, a benefit of \$1,000 will be paid.

## AD&D INSURANCE

### **Beneficiary**

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

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

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

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

The INSURED MEMBER can designate a beneficiary or change his or her beneficiary designation.

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

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

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

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

## WHEN INSURANCE ENDS

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

1. the last day of the Grace Period, stated below, that follows the end of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid for the COVERED PERSON;

Grace Period – The COVERED PERSON is entitled to a Grace Period of 90 days for the payment of each CONTRIBUTION due except for the first. During the Grace Period, the COVERED PERSON'S insurance continues in force. If the CONTRIBUTION due is not paid before the end of the Grace Period, the COVERED PERSON'S insurance automatically ends on the last day of such Grace Period.

2. with respect to Life Insurance, the day before the day the amount of insurance in force on a COVERED PERSON, less the amount of any Accelerated Death Benefit paid on such COVERED PERSON'S behalf, equals zero or less;
3. with respect to AD&D Insurance, the date the Principal Sum is paid for the INSURED MEMBER;
4. for an INSURED DEPENDENT, the date the INSURED MEMBER'S MEMBER INSURANCE ends, except that: with respect to Life Insurance, the INSURED MEMBER may choose to continue his or her DEPENDENT INSURANCE if such MEMBER INSURANCE ended because payment of the Accelerated Death Benefit reduced the amount of his or her MEMBER INSURANCE to zero or less;
5. for an INSURED SPOUSE, the last day of the INSURANCE PERIOD during which such INSURED SPOUSE ceases to be the lawful married spouse or domestic partner of the INSURED MEMBER;
6. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) reaches AGE 26; or (b) becomes an INSURED MEMBER;
7. the later of: (a) the date stated in the COVERED PERSON'S written request to end the insurance; or (b) the receipt date of the COVERED PERSON'S written request to end the insurance; or
8. the day before the day the Policy ends or is changed to end insurance for the group of insureds to which the COVERED PERSON belongs.

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## CONTINUANCE

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

**Handicapped Child Benefit** Insurance in force will continue for an INSURED CHILD who has: (a) reached AGE 26; and (b) a Handicap ("Handicap" means a physical or mental disability which: (1) renders the INSURED CHILD incapable of self-sustaining employment; and (2) requires dependency on the INSURED MEMBER or other care provider(s) for support or, in the event of the INSURED MEMBER'S death, on the family or other care provider(s) for support); if:

1. New York Life receives satisfactory proof of such Handicap within 31 days after the date such child's insurance would otherwise have ended due to reaching AGE 26; and
2. the CONTRIBUTION is paid.

The benefit will end on the earliest of the following:

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

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GMR-L/ADD C

CONTINUANCE

**Survivor Dependent Benefit** DEPENDENT INSURANCE in force on the day the INSURED MEMBER dies will continue, if:

1. with respect to Life Insurance, the conversion right available upon the death of the INSURED MEMBER has not been exercised; and
2. the CONTRIBUTION is paid.

The amount of such insurance is subject to the changes at the AGES stated on the Schedule page(s).

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

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**CONVERSION RIGHTS**

A COVERED PERSON can convert Life Insurance that ends to an individual policy, without giving New York Life medical evidence of insurability, in accordance with all of the following:

**When A Conversion Right Is Available** A conversion right is available to each COVERED PERSON for whom insurance ends, if insurance ends for any reason other than: (a) nonpayment of the CONTRIBUTION; (b) the amount of insurance reduces to zero or less as a result of payment of an Accelerated Death Benefit; or (c) the COVERED PERSON requests to end such insurance. However, if insurance ends because the Policy terminates or changes for the group of insureds to which the COVERED PERSON belongs, a conversion right is only available if the COVERED PERSON has been continuously insured under the Policy for at least five years. Time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the five year requirement has been met.

**Conversion Period Benefit** The maximum amount of insurance the COVERED PERSON is eligible to convert will continue without payment of the CONTRIBUTION during the Conversion Period ("Conversion Period" is the 31 day period, immediately after the date insurance would otherwise end or is reduced, during which a COVERED PERSON can exercise a conversion right). If the COVERED PERSON dies during the Conversion Period, the amount of insurance he or she would have been able to convert will be the Death Benefit payable for such COVERED PERSON'S death, whether or not application for the individual policy or the payment of the first premium has been made.

**What Amount Can Be Converted** The COVERED PERSON can convert all or any part of the insurance that ends. However, if insurance ends because the Policy terminates or changes to end insurance for the group of insureds to which the COVERED PERSON belongs, the COVERED PERSON can convert all or any part of the insurance that ends, less the amount of any replacement insurance which he or she can obtain within the Conversion Period, up to a maximum amount of insurance of \$10,000.

**Individual Policy** The individual policy requirements are as follows: (a) a completed, written application for the individual policy must be given to New York Life, within the Conversion Period, on a form satisfactory to New York Life; (b) the first premium for the individual policy must be paid within the Conversion Period; (c) the premium for the individual policy will be based upon the applicant's class of risk and age; (d) the individual policy will be on one of the forms currently offered by New York Life, except term insurance, and will be issued without disability or other supplementary benefits; and (e) the individual policy will take effect on the day after the Conversion Period Benefit ends. The individual policy may provide less coverage at a higher premium than that provided for under the group Policy.

**Notice Of Conversion Right** If a COVERED PERSON has not been given notice of his or her conversion right before the 15th day of the Conversion Period, he or she will have an additional period within which he or she can exercise a conversion right. The additional period will: (a) not extend insurance beyond the end of the 31 day Conversion Period; and (b) end on the earlier of the: (1) 15th day after such COVERED PERSON is given such notice; or (2) 60th day after the end of the 31 day Conversion Period. Written notice presented to the COVERED PERSON or mailed to his or her last known address by New York Life or the Policyholder will be deemed notice.

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GMR-L/ADD CR

## DEFINITIONS

**AGE** means a person's attained age on January 1 of each year. References to Age in any heading means "AGE".

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

**ASSOCIATION** means Government Employees' Benefit Association, Incorporated.

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

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

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

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

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

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

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

Class 1: An APPLICANT'S:

1. lawful married spouse or domestic partner ("domestic partner" means a person with whom an ELIGIBLE MEMBER maintains a Committed Relationship. "Committed Relationship" means a familial relationship between two individuals characterized by mutual caring and the sharing of a mutual residence.), who:
  - a. is identified on the request for group insurance;
  - b. with respect to a domestic partner, completes and submits the Declaration of Domestic Partnership;
  - c. is less than age 65;
  - d. is not an INSURED MEMBER; and
  - e. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent; or
2. natural child, stepchild, foster child or adopted child, who:
  - a. is at least 14 days old;
  - b. is less than age 26;
  - c. is not an INSURED MEMBER; and
  - d. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent; or

## DEFINITIONS

Class 2: An ELIGIBLE MEMBER'S:

1. spouse, identified on the request for group insurance; or
2. child(ren) less than AGE 26;

who was insured as a dependent under the PREVIOUS POLICY and for whom such ELIGIBLE MEMBER has TRANSFER INSURANCE.

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

ELIGIBLE CHILD does not include any child currently insured for group dependent life insurance under any other group policy issued to the Policyholder by New York Life.

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

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

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

Class 2: A person who:

1. is a member or associate member of the ASSOCIATION; and
2. has TRANSFER INSURANCE which was effective on or after April 1, 2011; or

Class 3: A person who is:

1. a member or associate member of the ASSOCIATION;
2. less than age 65;
3. a United States citizen; and
4. not eligible to become insured under the Policy for TRANSFER INSURANCE.

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

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

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

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

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

## DEFINITIONS

**NEW HIRE** means a person who is eligible to request this Policy's New Hire Offer Amount without medical evidence of insurability. To be eligible, such person must: be an **ELIGIBLE MEMBER**; and (b) have become an active member of the **ASSOCIATION** within the 60 days after his or her date of hire while the Policy is in force.

**OPEN ENROLLMENT PERIOD** means a consecutive 60 day period of time authorized by the Policyholder for all non-**NEW HIRE** Class 3 **ELIGIBLE MEMBERS** who are eligible to request an amount of insurance, without medical evidence of insurability, as agreed to by the Policyholder and New York Life.

**PREVIOUS POLICY** means Group Policy No. 50931-2 issued to the Policyholder by the Prudential Insurance Company of America.

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

**TRANSFER DATE** means, for each **ELIGIBLE MEMBER** with **TRANSFER INSURANCE**: (a) April 1, 2014, if all liability under the **PREVIOUS POLICY** has ended for the **TRANSFER INSURANCE** for such **ELIGIBLE MEMBER** on March 31, 2014, or (b) the day after liability under the **PREVIOUS POLICY** has ended for such **ELIGIBLE MEMBER**, if all liability under the **PREVIOUS POLICY** for the insurance which is being transferred has not ended for such **ELIGIBLE MEMBER** on March 31, 2014.

**TRANSFER INSURANCE** means member insurance or member and dependent insurance in force on March 31, 2014 which is being transferred to the Policy on such **TRANSFER DATE**.

**SCHEDULE**

**LIFE INSURANCE**

**Options Available For Class 2 and 3 Insured Members\***

Options 1 through 19 are available.

<u>Benefit Classes</u>	<u>Amount of Insurance</u>
<u>All Members</u>	
Option 1	\$50,000
Option 2	\$60,000
Option 3	\$70,000
Option 4	\$80,000
Option 5	\$90,000
Option 6	\$100,000
Option 7	\$150,000
Option 8	\$200,000
Option 9	\$250,000
Option 10	\$300,000
Option 11	\$350,000
Option 12	\$400,000
Option 13	\$450,000
Option 14	\$500,000
Option 15	\$550,000
Option 16	\$600,000
Option 17	\$650,000
Option 18	\$700,000
Option 19	\$750,000

**Options Available For Insured Spouses\***

Options 1 through 11 are available.

<u>Benefit Classes</u>	<u>Amount of Insurance**</u>
<u>All Members</u>	
Option 1	\$50,000
Option 2	\$60,000
Option 3	\$70,000
Option 4	\$80,000
Option 5	\$90,000
Option 6	\$100,000
Option 7	\$150,000
Option 8	\$200,000
Option 9	\$250,000
Option 10	\$300,000
Option 11	\$350,000

\* TRANSFER INSURANCE on each COVERED PERSON will equal the amount of insurance in effect on the day before the TRANSFER DATE without regard to the minimum, maximum, or multiple restrictions. However, any changes are subject to the applicable Options Available.

\*\* NOTE Except that, the INSURED SPOUSE of an INSURED MEMBER cannot be insured for an Amount of Insurance which exceeds 100% of the Amount of Insurance for which such INSURED MEMBER is insured.

SCHEDULE

**Options Available For Insured Child(ren)\***

Options 1 through 2 are available.

<u>Benefit Classes</u>	<u>Amount of Insurance</u>
<u>All Members</u>	
Option 1	\$20,000
Option 2	\$40,000

**Amount Reduction due to Age for all Insured Members and Insured Spouses**

<u>Insured Member's or Insured Spouse's Age as of each January 1</u>	<u>Percentage of benefit prior to Age 65</u>
65	50%
70	40%
75	30%
80 and over	20% but not to exceed \$20,000

- \* TRANSFER INSURANCE on each COVERED PERSON will equal the amount of insurance in effect on the day before the TRANSFER DATE without regard to the minimum, maximum, or multiple restrictions. However, any changes are subject to the applicable Options Available.

SCHEDULE

**ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

The Principal Sum available to each INSURED MEMBER is as follows:

50% of the Insured Member’s Life Insurance amount to a maximum of \$375,000

<u>Covered Loss</u>	<u>Percentage of Principal Sum</u>
loss of life	100%
loss of two limbs	100%
loss of sight of both eyes	100%
loss of one limb and the sight of one eye	100%
loss of speech and hearing	100%
loss of movement of both upper and lower limbs (quadriplegia)	100%
loss of movement of both lower limbs (paraplegia)	75%
loss of movement of three limbs (triplegia)	75%
loss of movement of both upper and lower limbs on one side of the body (hemiplegia)	50%
loss of one limb	50%
loss of sight of one eye	50%
loss of speech or hearing	50%
loss of thumb and index finger on one hand	25%

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

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

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

Loss of movement of limbs means total and permanent paralysis of such limbs.

**Maximum**

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

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

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

**Amount Reduction due to Age for Class 2 and 3**

<u>Insured Member’s Age as of each January 1</u>	<u>Percentage of benefit prior to Age 65</u>
65	50%
70	40%
75	30%
80 and over	20% but not to exceed \$10,000

# SUMMARY PLAN DESCRIPTION

This booklet is intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act (ERISA) of 1974. ERISA requires that you be given a "Summary Plan Description" which describes the plan and informs you of your rights under it.

## Plan Name

Member Term Life, Accidental Death and Dismemberment and Dependents Term Life March 31, 2014 Coverage for all current insured active and Associate Members who elect to increase coverage and all uninsured Members and Employees of GEBA, who elect coverage on or after April 1, 2011 and are under age 65 at time of enrollment.

An Active Member is a person who is:

- a. A civilian who is actively employed by the United States Government at any facility of the U.S. Department of Defense (DOD), Department of State, the Office of the Director of National Intelligence or Intelligence Community elements, as designated by the Contract Holder and reported to New York Life Insurance Company ("NYL");
- b. U.S. Military personnel who are assigned for active duty at NSA-Washington; and
- c. Civilian personnel as described above, who have retired.

An Associate Member is a person who:

- a. Is a Survivor of Active or Associate Members who elect to continue membership in the Association as Associate Members.
- b. Any Employee of a U.S. Government contractor assigned to NSA-Washington
- c. Any other individual who became a member of the Association at any time who does not fall under the definition of active membership.

## Plan Number

501

## Type of Plan

Employee Welfare Benefit Plan

## Plan Sponsor

Government Employees Benefit Association D.B.A. GEBA  
9800 Savage Road  
Fort Meade, Maryland 20755

## Employer Identification Number

52--6051763

**Plan Administrator**

Government Employees Benefit Association D.B.A. GEBA  
9800 Savage Road  
Fort Meade, Maryland 20755

**Agent for Service of Legal Process**

Government Employees Benefit Association D.B.A. GEBA  
9800 Savage Road  
Fort Meade, Maryland 20755

**Plan Year Ends**

December 31

**Plan Benefits Provided by**

The New York Life Insurance Company  
51 Madison Avenue  
New York, New York 10010

This Group Contract underwritten by The New York Life Insurance Company (“NYL”) provides insured benefits under your Employer’s ERISA plan(s). For all purposes of this Group Contract, the Employer/Policyholder acts on its own behalf or as an agent of its employees. Under no circumstances will the Employer/Policyholder be deemed the agent of The New York Life Insurance Company, absent a written authorization of such status executed between the Employer/Policyholder and The New York Life Insurance Company. Nothing in these documents shall, of themselves, be deemed to be such written execution.

The New York Life Insurance Company as Claims Administrator has the sole discretion to interpret the terms of the Group Contract, to make factual findings, and to determine eligibility for benefits. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious.

**Loss of Benefits**

You must continue to be a member of the class to which this plan pertains and continue to make any of the contributions agreed to when you enroll. Failure to do so may result in partial or total loss of your benefits. It is intended that this plan will be continued for an indefinite period of time. But, the employer reserves the right to change or terminate the plan. This booklet describes your rights upon termination of the plan.

## **Claim Procedures**

### **1. Determination of Benefits**

New York Life Insurance Company shall notify you of the claim determination within 45 days of the receipt of your claim. This period may be extended by 30 days if such an extension is necessary due to matters beyond the control of the plan. A written notice of the extension, the reason for the extension and the date by which the plan expects to decide your claim, shall be furnished to you within the initial 45-day period. This period may be extended for an additional 30 days beyond the original 30-day extension if necessary due to matters beyond the control of the plan. A written notice of the additional extension, the reason for the additional extension and the date by which the plan expects to decide on your claim, shall be furnished to you within the first 30-day extension period if an additional extension of time is needed. However, if a period of time is extended due to your failure to submit information necessary to decide the claim, the period for making the benefit determination by New York Life Insurance Company ("NYL") will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If your claim for benefits is denied, in whole or in part, you or your authorized representative will receive a written notice from New York Life Insurance Company ("NYL") of your denial. The notice will be written in a manner calculated to be understood by you and shall include:

- (a) the specific reason(s) for the denial,
- (b) references to the specific plan provisions on which the benefit determination was based,
- (c) a description of any additional material or information necessary for you to perfect a claim and an explanation of why such information is necessary,
- (d) a description of New York Life Insurance Company ("NYL")'s appeals procedures and applicable time limits, including a statement of your right to bring a civil action under section 502(a) of ERISA following your appeals, and
- (e) if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

### **2. Appeals of Adverse Determination**

If your claim for benefits is denied or if you do not receive a response to your claim within the appropriate time frame (in which case the claim for benefits is deemed to have been denied), you or your representative may appeal your denied claim in writing to New York Life Insurance Company ("NYL") within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

A full review of the information in the claim file and any new information submitted to support the appeal will be conducted by New York Life Insurance Company ("NYL"), utilizing individuals not involved in the initial benefit determination. This review will not afford any deference to the initial benefit determination.

New York Life Insurance Company (“NYL”) shall make a determination on your claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if New York Life Insurance Company (“NYL”) determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date that New York Life Insurance Company (“NYL”) expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled (i.e., suspended) from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

If the claim on appeal is denied in whole or in part, you will receive a written notification from New York Life Insurance Company (“NYL”) of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include:

- (a) the specific reason(s) for the adverse determination,
- (b) references to the specific plan provisions on which the determination was based,
- (c) a statement that you are entitled to receive upon request and free of charge reasonable access to, and make copies of, all records, documents and other information relevant to your benefit claim upon request,
- (d) a description of New York Life Insurance Company (“NYL”)’s review procedures and applicable time limits,
- (e) a statement that you have the right to obtain upon request and free of charge, a copy of internal rules or guidelines relied upon in making this determination, and
- (f) a statement describing any appeals procedures offered by the plan, and your right to bring a civil suit under ERISA.

If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

If the appeal of your benefit claim is denied or if you do not receive a response to your appeal within the appropriate time frame (in which case the appeal is deemed to have been denied), you or your representative may make a second, voluntary appeal of your denial in writing to New York Life Insurance Company (“NYL”) within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge.

New York Life Insurance Company (“NYL”) shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if New York Life Insurance Company (“NYL”) determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which New York Life Insurance Company (“NYL”) expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to this voluntary second level of appeal has no effect on your right to any other benefits under this plan. If you elect to initiate a lawsuit without submitting to a second level of appeal, the plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the second level of appeal, the plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from New York Life Insurance Company (“NYL”) of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

## **Rights and Protections**

As a participant in this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all plan participants shall be entitled to:

### **Receive Information about Your Plan and Benefits**

- Examine, without charge, at the plan administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other 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 welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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 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.

### **Assistance with Your Questions**

If you have any questions about your 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 Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security 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 Employee Benefits Security Administration.