



**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

<b>POLICYHOLDER</b>	GOVERNMENT EMPLOYEES' BENEFIT ASSOCIATION, INCORPORATED
<b>EFFECTIVE DATE</b>	SEPTEMBER 1, 2014
<b>POLICY NUMBER</b>	G-29555-0 (the "Policy")
<b>CONTRACT STATE</b>	DISTRICT OF COLUMBIA
<b>RIDER NUMBER</b>	1

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

For the purpose of adding the following State Regulations:

New York

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 September 1, 2014 is added to the Policy.

Secretary

President

Countersignature

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RIDERS

<u>Rider No.</u>	<u>Effective Date Of The Rider</u>	<u>Brief Description</u>	<u>Code</u>
1	September 1, 2014	Adds New York Regulations page(s)	GMR

## NEW YORK REGULATIONS

The following applies to New York residents:

1. The Certificate is coded GMR-G-29555-0/ GMR-CERT-NY.
2. For the purpose of specifying that the coverage is contributory and non participating, the words CONTRIBUTORY and NON PARTICIPATING are included on the bottom of the face page of the Certificate, in all capital letters, above the code number and the date, aligning with the left and right margins as shown below:

CONTRIBUTORY

NON PARTICIPATING

GMR-G-29555-0/ GMR-CERT-NY

9/1/14 – Class 2&3

3. The Accelerated Death Benefit provision on the Face Page of the Policy and the Certificate is revised to: (a) change the benefit percentage to 50% and (b) to include tax information, as follows:

**Accelerated Death Benefit** The Death Benefit will be reduced by 50% if the Accelerated Death Benefit is paid. 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. **RECEIPT OF THE ACCELERATED DEATH BENEFIT MAY BE TAXABLE. THE INSURED MAY WANT TO SEEK ASSISTANCE FROM A PERSONAL TAX ADVISOR.**

4. The following notice is added to the Face Page of the Certificate:

**THIS CERTIFICATE IS DELIVERED IN THE STATE OF NEW YORK  
AND IS SUBJECT TO ITS LAW**

5. For the purpose of stating the rights of the certificate holder:

- a.) the following paragraph in the first section on the Face Page of the Policy and the Certificate is revised as follows:  
Insurance is subject to: (a) the suicide limitation; (b) any exclusions and limitations of the Policy and the Certificate and all other terms and conditions of the Policy and Certificate; and (c) New York Life's underwriting requirements.
- b.) the Certificate provision in the Important Notice page(s) of the Certificate is revised as follows:

**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 Certificate. The rights and benefits granted to the certificate holder will not be less than those required by New York law. 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.

- c.) The Insured Member's Individual Certificate on the Important Notice page(s) of the Certificate is revised as follows:

**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 Certificate.

## NEW YORK REGULATIONS

6. The time frame on the Proof of Loss item on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate and the For the Benefit To Be Paid provision on the AD&D Insurance pages is revised to extend the time period from 90 to 120 days as follows:

- (a) **Proof Of Loss** The ASSOCIATION or New York Life must receive satisfactory proof of the loss within 120 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.
- (b) **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 120 days after such loss. If it is not possible to give proof within such 120 day period, it must be given as soon as reasonably possible; and (b) it must be determined that the loss is a Covered Loss.

7. The Entire Contract item of the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised to delete the words "in the absence of fraud" as follows:

**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 representations, not warranties.

8. The Errors item of the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised to provide that the provision is subject to the Incontestability provision, and that no adjustment will be made after the death of the insured, as follows:

**Errors** Subject to the Incontestability provision, 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. No adjustments will be made after the death of the insured.

9. For the purpose of limiting New York Life right to examine a person for whom claim is made, the first item in the Examination provision on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is deleted as follows:

**Examination** New York Life, at its own expense, has the right and opportunity to reasonably request an autopsy where it is not forbidden by law or religious belief; and/or examine the medical records of the deceased; to determine the cause of the loss.

10. The Group Retrospective Rate Credit provision on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised to include a cash payment option:

**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. The Group Retrospective Rate Credit will be made in cash. 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.

## NEW YORK REGULATIONS

11. The words “subject to the Incontestability provision”, have been deleted from the Misstatements item of the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate as follows:

**Misstatements** Subject to the Errors section, 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.
12. The Policy Changes provision on the General Provisions pages of the Policy and the Important Notice pages of the Certificate is revised: (a) add approval of the New York State Department of Financial Services; and (b) to add that written consent must be obtained by the insured for reduction/elimination to rights or benefits as follows:

**Policy Changes** The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; (b) without the consent of any other person; and (c) with approval of the New York State Department of Financial Services, as applicable. 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; or (b) is issued to conform to any law and/or regulation which applies to the insurance under the Policy. Changes that would reduce or eliminate the insured's rights or benefits must have written consent of the insured. No agent of New York Life can make or change the Policy or waive any of its provisions.

13. The Termination By New York Life item in the Termination Of The Policy section on the Important Notice page(s) of the Certificate and the General Provisions page(s) of the Policy is revised to provide for termination of the Policy on a Policy Anniversary Date, as follows:

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

14. For the purpose of providing a written request for restoration of insurance within 24 months, item 1 in the For Insurance To Take Effect paragraph on the When Insurance Takes Effect page is revised, as follows:

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 24 months after the date such CONTRIBUTION was due.

15. For the purpose of clarifying what constitutes satisfactory proof of a Covered Person's death, the Death Benefit item in the For the Benefit To Be Paid section on the Life and Dependent Life Insurance pages is revised as follows:

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

NEW YORK REGULATIONS

16. The Accelerated Death Benefit item in the What Benefit Is Payable section on the Life and Dependent Life Insurance page(s) is revised to reflect the change in benefit percentage from 75% to 50% as follows:

**Accelerated Death Benefit** The Accelerated Death Benefit payable is 50% 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.

17. For the purpose of deleting the phrase "sane or insane", the Suicide Exclusion in the What Benefit Is Payable section on the Life and Dependent Life Insurance page(s) is revised as follows:

**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. 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.

18. The Facility of Payment provision in the Beneficiary section on the Life and Dependent Life Insurance page(s) has been revised to: (a) add the phrase "equitably entitled"; and (b) delete incurred expenses for "fatal illness", as follows:

**Facility Of Payment** - New York Life has the right to pay up to \$250 of the benefit to anyone equitably entitled who has incurred expenses for the insured's burial ("payee").

19. The Request Procedure section on the Life and Dependent Life Insurance page(s) has been revised to read that such requests shall take place upon receipt, instead of upon recording, as follows:

**Request Procedure** To: (a) designate a beneficiary or change a beneficiary designation; and/or (b) transfer ownership; New York Life must be given a completed, written request on a form satisfactory to it. Such request must be approved by or on behalf of New York Life. After such receipt, all requests will take effect as of the date they were signed, subject to any payment made or any other action taken by or in behalf of New York Life before receipt. Requests in effect under the PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

20. The Coma Benefit on the AD&D page(s) is deleted in its entirety.

21. The Repatriation Benefit on the AD&D page(s) is revised to delete references to the preparation of the body as follows:

**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 the transportation of the body to the burial or cremation site; or (b) \$5,000.

22. The Facility of Payment provision is deleted in its entirety on the AD&D page(s).

23. For the purpose of adding that coverage will end when an INSURED CHILD is no longer substantially dependent on the INSURED MEMBER, the following is added to the When Insurance Ends page:

for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) reaches AGE 26; (b) becomes an INSURED MEMBER; or (c) is no longer substantially dependent upon the INSURED MEMBER for support, or if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support.

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24. The following has been added to the Survivor Dependent Benefit provision on the Continuance page, to state that a conversion right may be elected any time:

A Conversion Right is available at any time while this benefit is in effect. Please refer to the notice requirements set forth on the Conversion Rights page.

25. The Conversion Rights page is replaced by the following:

A COVERED PERSON can convert insurance that ends or reduces 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 at any time to each COVERED PERSON for whom insurance ends or reduces, if insurance ends or reduces for any reason other than: (a) nonpayment of the CONTRIBUTION; or (b) the COVERED PERSON requests to end such insurance; except that a conversion right is available if a COVERED PERSON requests to end insurance because, to continue coverage, they are required to contribute more than 133% of the net premiums computed according to the Commissioners 1960 Standard Group Mortality Table at 3.0% interest.

**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 unless a successful application for conversion has been made. ("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. The 31 day period may be extended as stated in the Notice of Conversion Right section, below.) If the COVERED PERSON dies during the Conversion Period, including any extended notice 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.

**What Amount Can Be Converted** The COVERED PERSON can convert all or any part of the insurance that ends or reduces. However, if insurance is terminated by the Policyholder or New York Life, the amount of insurance that may be converted will be reduced by the amount of life insurance for which the COVERED PERSON may be or may become eligible for under any group life insurance policy issued or reinstated by New York Life or another insurer within 45 days following termination. If insurance ends due to the COVERED PERSON'S total and permanent disability, the amount available to convert will be reduced by the amount of any life insurance which is replaced within 45 days following the end of the insurance under the Policy.

**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 form and amount of the policy at the COVERED PERSON'S then attained age and the employee's class of risk under the group policy; (d) the individual policy will take effect on the day coverage ends under the group policy; (e) the individual policy may provide that any statement made by the person insured under the group policy relating to his or her insurability under such group policy may be used in contesting the validity of the insurance under the individual policy to the same extent that such statement could have been used in contesting the validity of his or her insurance under the group policy if his or her insurance under the group policy had not ceased; (f) the individual policy shall not exclude or restrict liability in the event of suicide of the insured after two years from the date that the insured became covered under the group policy; (g) the individual policy will be on any of the forms customarily offered by New York Life, except term insurance. However, if an INSURED MEMBER'S coverage ceases because of termination of employment due to total and permanent disability, the INSURED MEMBER shall be entitled to elect term insurance; and (h) the individual policy may at the COVERED PERSON'S option be preceded by one-year term insurance with the premium payable in any premium mode customarily offered by New York Life and as may be elected by such COVERED PERSON.

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**Notice Of Conversion Right** If an event occurs that would entitle the COVERED PERSON to convert his or her insurance, as stated in the When A Conversion Right Is Available section above, New York Life will notify the COVERED PERSON of his or her conversion right and its duration within 15 days before or after the happening of such event. If such notice is given to the COVERED PERSON within 15 days after the happening of such event, the COVERED PERSON has 31 days from the date of such event to exercise his or her conversion right. If such notice is given to the COVERED PERSON more than 15 days, but less than 90 days after the happening of such event, the COVERED PERSON'S Conversion Period will be extended for 45 days after the giving of such notice. If such notice is not given to the COVERED PERSON within 90 days after the happening of such event, the COVERED PERSON'S Conversion Period will expire at the end of such 90 days. Written notice presented to the COVERED PERSON or mailed to his or her last known address by New York Life or the EMPLOYER will be deemed notice.

26. The Class 1 item 2 definition of ELIGIBLE DEPENDENT is revised to: (a) delete reference to "Foster Child"; and (b) to include that insured child(ren) be dependent upon the member for support as follows:
  2. natural child, stepchild, or adopted child, who:
    - a. is at least 14 days old;
    - b. is less than age 26;
    - c. is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, is substantially dependent upon the family for support;
    - d. is not an INSURED MEMBER; and
    - e. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent.
27. The United States citizenship requirement in the Class 3 ELIGIBLE MEMBER definition on the Definitions page(s) has been deleted.
28. The \$ 40,000 Option for Insured Child(ren) on the Schedule Page has been deleted.
29. The last paragraph in the New York Life's Rights section of the Premium page(s) of the Policy is deleted in its entirety.