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

#### GROUP INSURANCE POLICY RIDER

to be attached to and made a part of the Policy

**POLICYHOLDER** GOVERNMENT EMPLOYEES' BENEFIT

ASSOCIATION, INCORPORATED

**EFFECTIVE DATE** JULY 1, 2016 **POLICY NUMBER** G-29344-0

**CONTRACT STATE** DISTRICT OF COLUMBIA

RIDER NUMBER 7

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

The Crime/Illegal Occupation/Illegal Activity exclusion on the Disability Income Insurance page(s) is updated to reflect the new standard exclusion by deleting references to a terrorist activity.

The Insurance on Covered Persons section of the Incontestability provision on the General Provisions page(s) is updated to add "or assignee" to whom statements must be furnished.

The Policy Changes provision on the General Provisions page(s) is revised to clarify that all policy amendments are signed by an officer of New York Life.

To accomplish the above, and to update the Riders section, pages 3, 8 and 16 are replaced by the attached pages 3, 8, and 16 dated 7/1/16. Therber Alleutter
Pre
Bruce G. Drign

Secretary

Countersignature

## TABLE OF CONTENTS (Continued)

### **RIDERS**

Rider No.	Effective Date Of The Rider	Brief Description	<u>Code</u>
1	9/1/2011	Effective 9/1/2011: For purposes of clarifying the original intent of the Open Enrollment Period offer requirements, the New Hire and Open Enrollment Period exception section on the Schedule page(s) is replaced.	GMR
2	5/1/2012	Adds Washington Regulations page	GMR
3	6/1/2012	Adds Texas Regulations page(s)	GMR
4	7/1/2012	Replaces Tennessee Regulations page	GMR
5	7/1/2012	Adds Florida Regulations page	GMR
6	1/1/13	Replaces Maryland Regulations	GMR
7	7/1/16	Update the Crime/Illegal Occupation/Illegal Activity exclusion, the Insurance on Covered Persons item, and the Policy Changes provision.	GMR

#### **DISABILITY INCOME INSURANCE**

New York Life will pay a benefit for a COVERED PERSON'S Covered Total Disability in accordance with all of the following:

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

**Covered Total Disability** - A Covered Total Disability is an incapacity that completely and continuously prevents the COVERED PERSON from doing the material and substantial duties of:

- (a) His or her regular occupation during the WAITING PERIOD and during the next 24 consecutive months; and
- (b) Any occupation for which he or she is or may become qualified by reason of education, training or experience, after the WAITING PERIOD and the initial 24 consecutive months period has elapsed.

Such Covered Total Disability must begin while the COVERED PERSON is insured under the Policy and be the result of: (1) an INJURY. For a Covered Total Disability to be considered to have resulted from an INJURY, the Covered Total Disability must begin within 90 days after an accident, if the accident occurs while the COVERED PERSON is insured under the Policy. If more than 90 days has elapsed, such Covered Total Disability will be considered to have resulted from a SICKNESS; (2) a SICKNESS; or (3) an ORGAN DONATION that a COVERED PERSON makes, provided he or she has been insured under the Policy for at least six consecutive months on the day of such donation.

**Covered Partial Disability** - A Covered Partial Disability is an incapacity from an INJURY, SICKNESS, or ORGAN DONATION that:

- 1. occurs when a COVERED PERSON is disabled for a period of time equal to the WAITING PERIOD;
- 2. occurs while the COVERED PERSON is performing at least one of the material and substantial duties of his or her regular occupation on either a full-time or part-time basis;
- 3. occurs before the COVERED PERSON reaches his or her 70<sup>th</sup> birthday;
- 4. results in a Loss of Earnings of 20% or more, as described in the Covered Partial Disability subsection in the What Benefit Is Payable section; and
- 5. occurs before the COVERED PERSON receives any Covered Disability benefits for the Maximum Benefit Period for his or her Covered Total Disability under this Policy.

A Covered Partial Disability that causes a Loss of Earnings of 80% or more is a Total Disability and is payable under the Total Disability Benefit.

**Exclusions** The following disabilities are excluded:

**Air Travel** - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless the COVERED PERSON is traveling: (a) solely as a fare paying passenger on a licensed, commercial, regularly scheduled, non-military aircraft; (b) in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved; or (c) in a transport type aircraft operated by the Air Mobility Command or its successor organization of the United States or similar air service of any other country.

**Crime/Illegal Occupation/Illegal Activity** - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S participation in or incarceration resulting from any of the following in a role <u>other than as a victim:</u> (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; or (d) a riot.

#### GENERAL PROVISIONS

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

- 1. have a claimant 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. have a claimant's financial records audited, as often as New York Life may reasonably require.

**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 provisions which relate to eligibility for insurance and 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 COVERED PERSON: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another 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 or assignee. Such statements are representations, not warranties. The time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year contestable period has elapsed.

<u>Insured Member's Individual Certificate</u> 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.

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

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.