

GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

POLICYHOLDER GOVERNMENT EMPLOYEES' BENEFIT

ASSOCIATION INCORPORATED

POLICY NUMBER G-29344-0 (the "Policy") **CONTRACT STATE** DISTRICT OF COLUMBIA

NEW YORK LIFE agrees that he Certificate is changed, as of the later of September 1, 2011 or the INSURED MEMBER'S INSURANCE DATE, as follows:

Based on the applicable residence of the INSURED MEMBER, the attached State Regulations page(s) is added to the Certificate and replaces the State Regulations page(s), if any, previously issued to the INSURED MEMBER.

Minnesota

Secretary

President

G-29344-0/CERT

MINNESOTA REGULATIONS

The following applies to Minnesota residents:

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

This certificate is a legal contract between the Policyholder and New York Life.

READ YOUR POLICY CAREFULLY

2. For the purpose of revising the Crime/Illegal Occupation/Illegal Activity exclusion to reference Illegal Occupation only, the Crime/Illegal Occupation/Illegal Activity exclusion in the Exclusions section on the Disability Income Insurance page(s) is replaced by the following:

Illegal Occupation - Any loss to which a contributing cause was the COVERED PERSON'S commission of or attempt to commit a felony or to which a contributing cause was such person's engagement in an illegal occupation.

3. For the purpose of clarification, the definition of Impairment Restriction within the Exclusions section on the Disability Income Insurance page(s) is revised as follows:

Impairment Restriction - A disability that is due to or related to a condition which has an Impairment Restriction. However, at any time and at his or her own expense, the COVERED PERSON can give medical evidence of insurability for a condition which has an Impairment Restriction. After review of such evidence, New York Life will determine: (a) if and when such Impairment Restriction should be removed or liberalized; or (b) if it should be continued. Until such removal or liberalization has been determined, no such benefit will ever be paid for an Impairment Restriction.

"Impairment Restriction" means an exclusion or limitation of insurance on a COVERED PERSON. An Impairment Restriction will be: (a) established by New York Life; and (b) continued by New York Life if it is in effect on the day before: (1) the COVERED PERSON becomes insured under the Policy; or (2) a change in insurance takes effect; whether or not satisfactory medical evidence of insurability is furnished or medical evidence of insurability is required. Insurance with such Impairment Restrictions is subject to the APPLICANT'S acceptance. Any Impairment Restrictions will be stated on the Individual Schedule of Benefits page of the Certificate. Payment of one CONTRIBUTION after the COVERED PERSON is advised of the Impairment Restriction will establish such acceptance.

4. For the purpose of providing Maternity/Pregnancy benefits on the same basis as any other SICKNESS, the Pregnancy, Childbirth Or A Related Medical Condition item in the Exclusions section on the Disability Income Insurance page(s) is deleted, and the definition of SICKNESS on the Definitions page(s) is revised as follows:

SICKNESS means an illness, disease, physical condition or pregnancy.

5. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the Important Notice page(s) of the Certificate and on the General Provisions page(s) of the Policy is replaced by the following:

<u>Incontestability</u> 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 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. 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.

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MINNESOTA REGULATIONS

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

<u>Misstatements</u> Subject to the Errors and Incontestability sections, if the age of the COVERED PERSON has been misstated, all amounts payable under the policy shall be such as the CONTRIBUTIONS paid would have purchased at the correct age.

7. For the purpose of requiring notice by New York Life to all COVERED PERSONS in the event of termination of the Policy, the following Notice Of Cancellation is added to the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate:

Notice of Cancellation New York Life will notify each COVERED PERSON by mail of the cancellation of the Policy at least 30 days before the effective cancellation date. Notice provided to the COVERED PERSON at the address provided to New York Life within the last 12 months will be deemed notice. Such notification is not required if the Policy is replaced, or if New York Life has reasonable evidence to indicate it will be replaced by a substantially similar policy, plan or contract. In the event 30 days notice is not provided, coverage under the Policy will continue for each COVERED PERSON who has not been notified of the termination of the Policy until the earlier of: (a) 30 days after the date such notice is provided; or (b) 120 days after the effective cancellation date.

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