



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

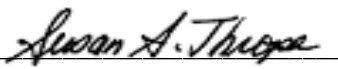
**GROUP INSURANCE CERTIFICATE RIDER**  
to be attached to and made a part of the Certificate

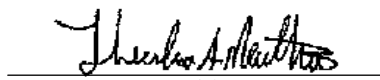
<b>POLICYHOLDER</b>	GOVERNMENT EMPLOYEES' BENEFIT ASSOCIATION INCORPORATED
<b>POLICY NUMBER</b>	G-29344-0 (the "Policy")
<b>CONTRACT STATE</b>	DISTRICT OF COLUMBIA

**NEW YORK LIFE** agrees that the 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**.

North Carolina

  
Secretary

  
President

G-29344-0/CERT

GMR

## NORTH CAROLINA REGULATIONS

The following applies to North Carolina residents:

1. North Carolina Law includes certain requirements concerning an insurance fiduciary's failure to pay group insurance premiums. An insurance fiduciary is defined as "any person, employer, principal, agent, trustee, or third party administrator, who is responsible for the payment of group health or group life insurance premiums."

### IMPORTANT NOTICE TO INSURANCE FIDUCIARIES

**UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.**

2. The following notices are added to the face page of the Certificate:

### **IMPORTANT CANCELLATION INFORMATION - PLEASE READ THE "WHEN INSURANCE ENDS" PROVISION**

#### **READ YOUR CERTIFICATE CAREFULLY**

**This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but it is issued under a group master policy located in another state and may be governed by that state's law.**

3. For the purpose of clarifying that no benefits will be paid for an Impairment Restriction, the first paragraph of the Impairment Restriction section of the Exclusions provision 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.

## NORTH CAROLINA REGULATIONS

4. For the purpose of deleting the hospital confinement requirement, the Pregnancy, Childbirth Or A Related Medical Condition provision in the Exclusions section of the Disability Income page(s) is revised as follows:

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

“Complication Of Pregnancy” means:

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

**Regular Care** - A disability: (a) that does not require a doctor's regular care of, or attendance to, the COVERED PERSON; or (b) for any period of disability for which the COVERED PERSON is not under the regular care and attendance of a doctor, except that: This requirement will not apply if the COVERED PERSON has reached his or her maximum point of recovery for such INJURY, SICKNESS or ORGAN DONATION. For the purpose of satisfying the requirement that the COVERED PERSON be under the "regular care" of a doctor, doctor does not include the COVERED PERSON or a member of his or her immediate family.

6. For the purpose of extending the time period for proof of loss to 180 days:

(a) Item 1 of the For The Benefit To Be Paid section on the Disability Income Insurance page(s) is revised as follows:

1. New York Life must receive satisfactory proof of the COVERED PERSON'S disability within 180 days after the: (a) WAITING PERIOD for a Covered Disability; or (b) date of return to work for a Covered **Partial** Disability. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible.

(b) The Proof of Loss item in the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

**Proof Of Loss** New York Life must receive satisfactory proof of the Covered Disability within 180 days after the date of the: (a) WAITING PERIOD for a Covered Disability; or (b) return to work for a Covered **Partial** Disability. 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.

## NORTH CAROLINA REGULATIONS

7. For the purpose of adding “authorized agent”, the Notice of Claim item on the General Provisions page(s) of the Policy and Important Notice page(s) of the Certificate is replaced by the following:

**Notice Of Claim** The claimant must write to New York Life or its authorized agent about a claim within 30 days after the commencement of any disability 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.

8. For the purpose of changing the time frame for payment of claims:

- (a) the Claims Payment item in the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised as follows:

**Claims Payment** The benefit is payable immediately after receipt of satisfactory proof of the Covered Disability.

- (b) the last paragraph in the What Benefit Is Payable section of the Disability Income Insurance page(s) is revised as follows:

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

9. For purposes of not including payments from any no-fault auto insurance policy and benefits provided from a third party liability carrier as OTHER INCOME BENEFITS, the definition of OTHER INCOME BENEFITS on the Definitions page(s) is replaced by the following:

**OTHER INCOME BENEFITS** means the amount of any:

1. salary or other compensation the COVERED PERSON receives for work performed while disabled and the amount of any income payment under a salary continuance plan;
2. income payments, other than unearned income, from a professional corporation, partnership or other group practice arrangement. Income payments include the cost of a COVERED PERSON'S fringe benefits and the share of the total contributions to corporate surplus;
3. income payments under a retirement plan, other than a government pension plan, which starts on or after the date of disablement for which Covered Disability benefits become payable;
4. income payments under a government pension plan which starts on or after the date of disablement for which Covered Disability benefits become payable. Any increase in such payments that occurs after the WAITING PERIOD is excluded from the determination of such benefits;
5. benefits for loss of time from employment which is provided for a disability under: (a) any plan arranged by any employer, union or association; (b) any fund or other arrangement pursuant to any compulsory disability benefit act or law; or (c) an individual disability income policy;

## NORTH CAROLINA REGULATIONS

6. benefits in the form of periodic cash payments for a disability, excluding any benefits for a disability starting before the COVERED PERSON'S INSURANCE DATE(S), or any benefits provided from a third party liability carrier, which is provided: (a) under any group life insurance plan; (b) by any federal, state, provincial, municipal or other governmental agency, or pursuant to the Federal Railroad Retirement Act; or (c) under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the COVERED PERSON'S record of wages and self-employment income and payable to the COVERED PERSON or a spouse or child of the COVERED PERSON, without regard to any deductions from such benefits which can be made: (1) on account of work; (2) because of the COVERED PERSON'S refusal to accept rehabilitation; or (3) because a spouse or child of the COVERED PERSON has elected to be paid benefits under the Federal Social Security Act, Canada Pension Plan or Quebec Pension Plan on the basis of the spouse's or child's own record of wages and self-employment income. In determining the amount of such benefits, however, there will be excluded the amount of any increase therein which occurs after the WAITING PERIOD; and/or
7. benefits under a Workers' Compensation Act or similar act.

OTHER INCOME BENEFITS include New York Life's estimate of the benefits under the Federal Social Security Act, Workers' Compensation Act or similar laws if such benefits: (a) have not been awarded; and (b) have not been denied; or (c) have been denied and such denial is being appealed.