

# THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

A Stock Life Insurance Company  
360 Hamilton Avenue, Suite 210  
White Plains, New York 10601-1871  
(914) 989-4400

## CERTIFICATE AND SUMMARY PLAN DESCRIPTION GROUP LIFE INSURANCE

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Policyholder:	Hartwick College
Policy Number:	430449-B
Effective Date:	January 1, 2007

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The Group Policy has been issued to the Policyholder.

We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. Nothing in the Group Policy, or any amendment or endorsement to the Group Policy, invalidates or impairs any rights and benefits granted to you as stated in the Certificate, and the rights and benefits granted to you will not be less than those required by New York law. If the terms and conditions of coverage are changed by an amendment or endorsement to the Group Policy, we will provide the Policyholder with a revised Certificate, or Certificate amendment or endorsement, to be given to you.

**This policy includes an Accelerated Benefit. The receipt of this benefit may be taxable and may affect your eligibility for public assistance programs such as medical assistance (Medicaid), family assistance and supplemental security income. It may also affect the eligibility of your spouse or dependents. However, if you meet the definition of "terminally ill individual" in Internal Revenue Code section 101, your accelerated benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.**

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean The Standard Life Insurance Company Of New York. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in bold face type.

**READ YOUR CERTIFICATE CAREFULLY. CERTAIN WAR RISKS ARE NOT ASSUMED. IN CASE OF ANY DOUBT WRITE THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK FOR FURTHER EXPLANATION.**



President

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## COVERAGE FEATURES

This section contains some of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	430449-B
Type of Insurance Provided:	
Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Supplemental Life Insurance:	Not applicable
Dependents Life Insurance:	Not applicable
Policyholder:	Hartwick College
Employer (s):	Hartwick College
Group Policy Effective Date:	January 1, 2007
State of Issue:	New York

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### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member: You are a Member if you are:

1. An active employee of the Employer; and
2. Regularly working at least 17.5 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition: None

Eligibility Waiting Period: You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following the date you become a Member.

Your Eligibility Waiting Period will be reduced by any continuous period as an employee of the Employer immediately prior to the date you become a Member.

Evidence Of Insurability:

Required:

1. For late application for Contributory insurance.
2. For reinstatements if required.
- 3 For Members eligible but not insured under the Prior Plan.

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## PREMIUM CONTRIBUTIONS

Life Insurance:

Noncontributory

AD&D Insurance:

Noncontributory

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance.

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## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$200,000.

### SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit:

The amount of your AD&D Insurance Benefit is equal to the amount of your Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

### AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight of one eye	50%
d. Two or more of the Losses listed in b. and c. above	100%

No more than 100% of the AD&D Insurance Benefit will be paid for all Losses resulting from one accident.

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## REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Life and AD&D Insurance:

Age	Percentage
65 through 69	65%
70 through 74	40%
75 or over	25%

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## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan: Life Insurance and AD&D Insurance

Name, Address of Plan Sponsor: Hartwick College  
One Hartwick Drive  
Oneonta NY 13820

Plan Sponsor Tax ID Number: 15-0533561

Plan Number: 508

Type of Plan: Group Insurance Plan

Type of Administration: Contract Administration

Name, Address, Phone  
Number of Plan Administrator: Plan Sponsor  
(607) 431-4300

Name, Address of Registered Agent  
for Service of Legal Process: Plan Administrator

If Legal Process Involves Claims  
For Benefits Under The Group  
Policy, Additional Notification of  
Legal Process Must Be Sent To: The Standard Life Insurance Company of New York  
360 Hamilton Avenue, Suite 210  
White Plains, New York 10601-1871

Sources of Contributions: Employer

Funding Medium: The Standard Life Insurance Company of New York - Fully  
Insured

Plan Fiscal Year End: December 31

## **LIFE INSURANCE**

### A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

### B. Amount Of Life Insurance

See **Coverage Features** for the Life Insurance schedule.

### C. Changes In Life Insurance

#### 1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

##### a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability.

##### b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age, or Annual Earnings.

#### 2. Decreases

A decrease in your Life Insurance because of a change in your classification, age, or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

If your Life Insurance decreases, you can apply to buy an individual policy of life insurance for the amount which is ending, as described in **Right To Convert**.

### D. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted injury, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

### E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance Subject To Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability.

2. Life Insurance Not Subject To Evidence Of Insurability

a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

(i) The date you become eligible if you apply on or before that date.

(ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

F. When Life Insurance Ends

Your Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory.

2. The date the Group Policy terminates or is amended to terminate coverage for your class.

3. The date your employment terminates, unless your insurance is continued under the **Portability Of Insurance** provision or **Waiver Of Premium** provision.

4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.

a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.

b. While your ability to work is limited because of Sickness, accidental Injury, or Pregnancy.

c. During the first 60 days of:

(1) A temporary layoff; or

(2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.

- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During a sabbatical or a leave of absence which is approved by your Employer in advance and in a written document. The document must be dated on or before the sabbatical or leave of absence is to start, and are scheduled to return to Active Work. Life Insurance may be continued to the end of 12 months, or, if earlier, the end of such leave.

If your Life Insurance ends, you can apply to buy an individual policy of life insurance, as described in **Right To Convert**.

#### G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### A. Insuring Clause

If you have an accident while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

#### B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

#### C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance Benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit a felony, or actively participating in a riot. Actively participating does not include being at the scene of a riot while performing your official duties.
4. Intoxication or being under the influence of any narcotic, unless used or consumed according to the directions of a Physician.
5. Sickness, except as a result of the accident.
6. Pregnancy, except for a complication of pregnancy resulting from the accident.
7. Medical or surgical treatment for any of the above.
8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who suffers the Loss is a fare paying passenger on a commercial aircraft.

F. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

To insure your Dependents for AD&D Insurance you must be insured for Life Insurance and they must be insured for Dependents Life Insurance.

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance is effective; and
- b. The date your Dependents Life Insurance is effective.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

G. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earliest of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.
4. The date the last period ends for which a premium was paid for your AD&D Insurance.
5. The date your employment terminates.

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### ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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### PORTABILITY OF INSURANCE

A. Portability Of Insurance.

If your employment with your Employer terminates, you may have the following options available to you. You can apply to buy an individual policy of life insurance, as described in **Right To Convert**; you can apply to continue your group Insurance under **Portability Of Insurance**; or you can apply for a combination of these two options. However, the combined amounts of Insurance you elect to continue under this **Portability Of Insurance** provision and convert under the **Right To Convert** provision cannot exceed the amount in effect on the day before your employment terminates.

You may elect to continue your Life Insurance without Evidence Of Insurability if your employment with your Employer terminates, subject to the following:

1. The amount of any Insurance to be continued must have been continuously in effect for at least 12 consecutive months on the date your employment terminates. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
2. Termination of employment is not due to your retirement.

If you do not continue your Life Insurance, you may not continue any other Insurance. Insurance continued under **Waiver Of Premium** may not be continued under this provision.

Insurance under this provision means your Life Insurance and if you continue your Life Insurance, includes Supplemental Life Insurance and Dependents Life Insurance if continuously in effect for at least 12 consecutive months.

At any time you can apply to convert all or a portion of the amount of Insurance continued under **Portability Of Insurance**. This includes your Dependents Life Insurance, if any. The amount of Insurance you continue will be reduced by any amount of Insurance you convert.

B. Application And Premium Payment

To continue Insurance under this provision you must apply in writing and pay the first Portability Premium to us within 31 days after the date your employment terminates.

The Portability Premium rate is age-graded.

Portability Premium: Age-graded Rates Per Multiple Of \$1,000 Per Month:

Age Of Insured On Last January 1	Rate
Under 30	\$ .118
30 through 34	.125
35 through 39	.164
40 through 44	.266
45 through 49	.468
50 through 54	.721
55 through 59	1.233
60 through 64	1.471
65 through 69	2.827
70 through 74	5.089
75 through 79	7.624
80 or over	14.088

C. Amount Of Insurance

1. Amount Of Insurance

The maximum amount of Life Insurance you may continue is the lesser of (1) the amount in effect on the date your employment terminates; or (2) \$300,000. The minimum amount of Life Insurance you may continue is \$25,000.

2. Increases Or Decreases In The Amount Of Insurance

The amount of Insurance you continue under this provision cannot be increased.

The amount of Insurance continued under this provision will be reduced or terminated according to the terms of the Group Policy in effect on the date your employment terminates. You can apply to buy an individual policy of life insurance for the amount which is ending, as described in **Right To Convert**.

D. When Insurance Ends

Insurance continued under this provision ends automatically on the earliest of:

1. The date it would otherwise have ended under the Group Policy.
2. The date you become insured under any other group life insurance plan.

If Insurance continued under **Portability Of Insurance** ends, you can apply to buy an individual policy of life insurance, as described in **Right To Convert**.

E. Notice Of Option To Continue Your Insurance Under Portability Of Insurance

Written notice of the option to continue your group Insurance under **Portability Of Insurance** will be given to you within 15 days before or after your employment terminates. If notice is not given within this time, the following will apply:

1. If notice is given more than 15 days but less than 90 days after termination of employment, the portability application period shall be extended to 45 days after such notice is given.
2. If notice is not given within 90 days after termination of employment, the portability application period shall expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

1. Given to you by the Employer;
2. Mailed to you by the Employer to your last known address; or
3. Mailed to you by us to your last known address.

F. Notice Of Right To Convert

If Insurance continued under **Portability Of Insurance** ends or is reduced, written notice of the **Right To Convert** will be given to you within 15 days before or after this event. If notice is not given within this time, the following will apply:

1. If notice is given more than 15 days but less than 90 days after this event, the **Right To Convert** shall be extended to 45 days after such notice is given.
2. If notice is not given within 90 days after this event, the **Right To Convert** shall expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

1. Given to you by the Employer;
2. Mailed to you by the Employer to your last known address; or
3. Mailed to you by us to your last known address.

G. Group Policy Provisions

Except as provided above, Insurance continued under this provision is subject to all other terms of the Group Policy.

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## WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

If your employment with your Employer terminates because you become Totally Disabled, you can apply to buy an individual policy of life insurance, as described in **Right To Convert**, and/or you can apply to continue your group Insurance under **Waiver Of Premium**.

Your Insurance may be continued and payment of premium will be waived if you meet the requirements in 1 or 2 below:

1. You become Totally Disabled, are under age 60, and complete your Waiting Period. During the Waiting Period you must provide written proof of your continuous Total Disability that is satisfactory to us. We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by a Physician of our choice; or
2. You receive an Accelerated Benefit for your Qualifying Medical Condition, and are under age 60.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by Physicians of our choice.

#### B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. **Waiver Of Premium** begins when you complete the Waiting Period.

#### C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium; or
3. The date you receive the Accelerated Benefit.

#### D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled. If you exercised your **Right To Convert** and then qualify for **Waiver Of Premium**, the individual life insurance policy will be terminated and all premiums for the individual policy will be refunded.

#### E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled or receive the Accelerated Benefit, whichever is earlier. However, the following will apply:

1. If you become Totally Disabled, Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision, and terminated according to the Group Policy provisions in effect on the day before you receive the Accelerated Benefit.

At any time you can apply to convert all or a portion of the amount of Insurance continued under **Waiver Of Premium**. This includes your Dependents Life Insurance, if any. The amount of Insurance you continue will be reduced by any amount of Insurance you convert.

#### F. Effect Of Death During The Waiting Period

If you die during the Waiting Period while insured under the Group Policy, and are otherwise eligible for **Waiver Of Premium**, the Waiting Period will be waived and a death benefit will be paid. If you exercised your **Right To Convert** prior to determination that you qualified for **Waiver Of Premium**, the individual life insurance policy will be terminated, all premiums for the individual policy will be refunded, and a death benefit will be paid under the Group Policy.

If you die during the Waiting Period while insured under the Group Policy, are not qualified for **Waiver Of Premium**, and have not exercised your **Right To Convert**, we will pay a death benefit equal to the maximum amount you had a **Right To Convert**, reduced by the applicable premiums for the individual life insurance policy. We will refund all premiums that were paid for Insurance under the Group Policy.

If you die during the Waiting Period and beyond the expiration of the Conversion Period, or any valid extension thereof, are not qualified for **Waiver Of Premium**, nor paid premiums during the Waiting Period, then no death benefit will be paid.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled or receive an Accelerated Benefit.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for proof of your continued Total Disability, if it is not given;
3. The date you fail to be examined;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured;
5. The date you reach age 65; and
6. The date you no longer have a Qualifying Medical Condition, as defined in the **Accelerated Benefit** provision.

If Insurance continued under **Waiver Of Premium** ends, you can apply to buy an individual policy of life insurance, as described in **Right To Convert**.

I. Notice Of Right To Convert

If you do not qualify for **Waiver Of Premium**, or if Insurance continued under **Waiver Of Premium** ends or is reduced, written notice of the **Right To Convert** will be given to you within 15 days before or after this event. If notice is not given within this time, the following will apply:

1. If notice is given more than 15 days but less than 90 days after this event, the **Right To Convert** shall be extended to 45 days after such notice is given.
2. If notice is not given within 90 days after this event, the **Right To Convert** shall expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

1. Given to you by the Employer;
2. Mailed to you by the Employer to your last known address; or
3. Mailed to you by us to your last known address.

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## **ACCELERATED BENEFIT**

A. Accelerated Benefit

If you give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit.

If your Insurance is scheduled to end within 12 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

#### B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give Proof Of Loss satisfactory to us on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

#### C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance if you meet the Qualifying Medical Condition. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$50,000 or 25% of your Insurance, whichever is less.

If the amount of your Insurance is scheduled to reduce within 6 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

#### D. Effect On Insurance And Other Benefits

The amount of your Insurance after payment of the Accelerated Benefit will be:

- (1) The amount of your Insurance as if no Accelerated Benefit had been paid; minus
- (2) The amount of the Accelerated Benefit; minus
- (3) An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

If there is no **Waiver Of Premium** provision, or if you do not qualify for **Waiver Of Premium**, the premium payment in effect prior to payment of the Accelerated Benefit must continue after payment of the Accelerated Benefit for Insurance coverage to remain in force.

#### E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state, unless you give us a signed written consent from your spouse.
3. You have made an assignment of your Insurance, unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.

5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

LI.AB.NY.1

## **RIGHT TO CONVERT**

A. Right To Convert

You can apply to buy an individual policy of life insurance for your then attained age without Evidence Of Insurability if:

1. Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing during the Conversion Period and pay us the first premium.

B. Definitions For Right To Convert

1. Conversion Period means the 31 day period after the date of any termination or reduction of Insurance.
2. Insurance means all insurance for you under the Group Policy, excluding AD&D Insurance.
3. Qualifying Event
  - a. For the Member, Qualifying Event means any of the following except your failure to make a required premium contribution:
    1. Termination of employment or membership in the class or classes eligible for coverage under the Group Policy.
    2. Termination or amendment of the Group Policy.
    3. A change in eligible class.
    4. Attainment of a particular age.
    5. Termination of coverage continued under **Waiver Of Premium**.
    6. Termination of coverage continued under **Portability Of Insurance**.
    7. Any other event that causes your Insurance to terminate or reduce.
4. Total Disability means your incapacity, resulting from injury or disease, to engage in any occupation for remuneration or profit.
5. Permanent means your Total Disability has been continuous for a period of 6 months.

C. Limits On Right To Convert

The minimum amount that may be converted is the standard minimum we issue. If the amount of Insurance which ended is below the standard minimum we issue, the entire amount must be converted. The maximum amount that may be converted is the amount of Insurance which ended. However, if the Member's Insurance ends due to termination of the Group Policy, the amount of the converted policy shall be reduced by the amount of any group insurance for which the Member may become eligible which is issued or reinstated within 45 days after Insurance ends.

#### D. The Individual Policy

1. For Members Whose Employment Termination Is Due To Total And Permanent Disability
  - a. You may convert your Life Insurance and any Supplemental Life Insurance, but you may not convert any other additional benefits such as disability, accidental death and dismemberment, or accelerated benefits.
  - b. You may select any form of individual life insurance policy we customarily issue to the class of risk to which you belong, and to persons of your then attained age, including a term insurance policy, with the premium payable in any mode we customarily offer.
  - c. You may elect one year of term insurance to precede your individual life insurance plan.
2. For Members Whose Insurance Ends Due To Any Other Event
  - a. You may convert your Life Insurance and any Supplemental Life Insurance, but you may not convert any other additional benefits such as disability, accidental death and dismemberment, or accelerated benefits.
  - b. You may select any form of individual life insurance policy we customarily issue to the class of risk to which you belong, and to persons of your then attained age, except a term insurance policy, with the premium payable in any mode we customarily offer.
  - c. You may elect one year of term insurance to precede your individual life insurance plan.

#### E. Effective Date

The individual policy of life insurance will become effective on the day after the 31 day Conversion Period. We will use our published rates for standard risks to determine the premium.

#### F. Notice Of Right To Convert

Written notice of the **Right To Convert** will be given to you within 15 days before or after a termination or reduction in your Insurance. If notice is not given within this time, the following will apply:

1. If notice is given more than 15 days but less than 90 days after this event, the **Right To Convert** shall be extended to 45 days after such notice is given.
2. If notice is not given within 90 days after this event, the **Right To Convert** shall expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

1. Given to you by the Employer;
2. Mailed to you by the Employer to your last known address; or
3. Mailed to you by us to your last known address.

#### G. Death During The Conversion Period

If death occurs during the Conversion Period, or during the valid extension to such Conversion Period as explained in the Notice Of Right To Convert above, we will pay a death benefit equal to the maximum amount you had a **Right To Convert**, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

(WOP REFS\_PORT REFS) LI.RC.NY.1

## **CLAIMS**

### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period, or as soon as reasonably possible. In no event, except in the absence of legal capacity, shall Proof Of Loss be provided later than two years after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

### D. Investigation Of Claim

We reserve the right to make a reasonable request for an autopsy unless prohibited by law. Our request will clearly set forth the reasons why an autopsy is warranted.

### E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

### F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. Within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support the claim;

4. Information concerning the claimant's right to a review of our decision; and
5. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA, if the claim is denied on review.

#### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. To obtain a review, the claimant should send a written request for review to us within 60 days after receiving notice of denial.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. Within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
4. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options.

(ORIG D.O.L. WRDG\_WITH ERISA REFS) LI.CL.NY.1

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than two years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

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### **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.NY.1

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

### **A. Payment Of Benefits**

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance Benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living:
  - a. AD&D Insurance Benefits payable because of the death of your Dependent.
  - b. Dependents Life Insurance Benefits
  - c. Supplemental Life Insurance Benefits payable because of the death of your Spouse.
  - d. Accelerated Benefits
4. Dependents Life Insurance Benefits and AD&D Insurance Benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of your Spouse.
  - b. The parents of your Spouse.
  - c. The brothers and sisters of your Spouse.
  - d. Your estate.

### **B. Naming A Beneficiary**

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You may name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

#### E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

Payment to a Recipient will be made in a lump sum.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

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### **ALLOCATION OF AUTHORITY**

When making a benefit determination under the Group Policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;

3. The right to determine:
  - a. Eligibility for insurance.
  - b. Entitlement to benefits.
  - c. The amount of benefits payable.
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

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## **INCONTESTABILITY PROVISIONS**

### A. Incontestability Of Insurance

Any statement you made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim or contest the validity of the insurance after the insured's insurance has been in effect for two years during the lifetime of the insured.

### B. Incontestability Of Group Policy

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or your Employer a copy of a written instrument signed by the Policyholder or your Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

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## **CLERICAL ERROR AND MISSTATEMENT**

### A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

### B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

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## **ENTIRE CONTRACT AND TERMINATION OR AMENDMENT OF THE GROUP POLICY**

The Group Policy and the application of the Policyholder constitute the entire contract between the Policyholder and us. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. Nothing in the Group Policy, or any amendment or endorsement to the Group Policy, invalidates or impairs any rights and benefits granted to you as stated in the Certificate, and the rights and benefits granted to you will not be less than those required by New York law. If the terms and conditions of coverage are changed by an amendment or endorsement to the Group Policy, we will provide the Policyholder with a revised Certificate, or Certificate amendment or endorsement, to be given to you.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

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## **DEFINITIONS**

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work.

Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Commissions.
2. Bonuses.

3. Overtime pay.
4. Shift differential pay.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed medical professional acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

(BASE\_NO CHILD DEF) LI.DF.NY.1

## **ERISA INFORMATION AND NOTICE OF RIGHTS**

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA)

### **A. General Plan Information**

The General Plan Information required by ERISA is shown in the **Coverage Features**.

## B. Statement Of Your Rights Under ERISA

### 1. Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

### 2. Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

### 3. Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

### 4. Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

## C. Obligations Of Fiduciaries

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

## D. Enforcing ERISA Rights

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

## E. Plan And ERISA Questions

If you have any questions about the 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.

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