



**New York Life Insurance Company**

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

**GROUP DISABILITY INCOME INSURANCE CERTIFICATE**  
**("Certificate")**

<b>POLICYHOLDER</b>	TRUSTEE UNDER TRUST AGREEMENT WITH THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS
<b>POLICY NUMBER</b>	G-12501-2 (the "Policy")
<b>CONTRACT STATE</b>	DISTRICT OF COLUMBIA
<b>ADMINISTRATOR</b>	SEABURY & SMITH, INC.

**NEW YORK LIFE** certifies that, as stated on the When Insurance Takes Effect page(s), a person becomes an Insured Person on the Certificate Effective Date stated on the Individual Schedule Of Benefits.

Insurance is subject to: (a) any exclusions and limitations of the Policy and all other terms and conditions of the Policy; and (b) New York Life's underwriting requirements.

**No Interim Liability** New York Life is not liable for requested initial, increased or restored insurance on any person while a request for such insurance is being processed, even if New York Life has accepted a remittance for such requested insurance. New York Life will not be liable for such insurance if the request is not formally approved and will return any such premium remittance.

**Renewal** Insurance under the Policy will be renewed automatically on each subsequent premium date if its terms and conditions are met. Insurance for an Insured Person will be renewed automatically on each subsequent Renewal Due Date for an Insurance Period if the terms and conditions of the Policy are met.

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight as applicable to each Insured Person.

Highlights and other details of insurance appear on the Individual Schedule Of Benefits page(s) and in the State Regulations page(s). These pages are attached to and made a part of the Certificate.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to an Insured Person under the Policy.

**Right To Examine The Certificate For 30 Days** An Insured Person will have 30 days from the date of receipt to examine the Certificate. If the Insured Person does not wish to keep the Certificate, it must be surrendered to the Administrator within this period. Upon such surrender, the Administrator will return any premium paid and insurance will be void from the start.

Secretary

President

## TABLE OF CONTENTS

<u>Pages</u>		<u>Pages</u>	
2 - 3	Important Notice	7 - 9	Definitions
3	When Insurance Takes Effect		State Regulations
4 - 5	Disability Income Insurance		Schedule
6	When Insurance Ends & Continuance		Individual Schedule Of Benefits

GMR- TABLE

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### IMPORTANT NOTICE

**Certificate** This Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The Insured Person should contact the Administrator with questions regarding insurance.

#### **Claims**

**Notice Of Claim** The claimant must write to the Administrator or New York Life about a claim within 20 days after the occurrence of any disability covered under the Policy. If it is not possible to give notice within 20 days, it must be given as soon as reasonably possible.

**Claim Forms** The Administrator or New York Life will send the claimant claim forms within 15 days after notice of claim is received. If the Administrator or New York Life does not send the forms within 15 days, the claimant can send written proof of claim. The claim form or proof must show the date, cause and extent of the loss.

**Proof Of Loss** The Administrator or New York Life must receive satisfactory proof of the loss within 90 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.

**Claims Payment** The benefit is payable within 30 days after receipt of satisfactory proof of the covered loss.

**Legal Action** The claimant cannot start any legal action: (a) within 60 days after a claim form or proof of claim is sent; or (b) more than three years after a claim form or proof of claim is due.

**Errors** 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.

**Examination** New York Life, at its own expense, has the right and opportunity to: (a) have a person, for whom claim is made, examined: (1) physically; (2) psychologically; and/or (3) 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; (b) have a claimant's financial records audited, as often as New York Life may reasonably require; and/or (c) in the event of loss of life: (1) request an autopsy where it is not forbidden by law or religious belief; and/or (2) examine the medical records of the deceased; to determine the cause of the loss.

**Incontestability** Except for provisions which relate to eligibility for insurance and for nonpayment of Contributions, New York Life cannot contest the validity of any initial, increased or restored insurance on an Insured Person after it has been in force for two years under the Policy during such Insured Person's lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the Insured Person: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be increased; and/or (b) the provisions of 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.

**Misstatements** 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 New York Life.

GMR-C-NOTICE

## IMPORTANT NOTICE (Continued)

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 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, in New York Life's sole judgment, applies to the insurance under the Policy. No agent of New York Life can make or change the Policy or waive any of its provisions.

**Termination By The Policyholder** The Policyholder may terminate the Policy, only on a Renewal Due Date on or after the first anniversary date, by giving written notice to New York Life at least 90 days in advance. The termination will take effect on the later of: (a) the date stated in such notice; or (b) 90 days from the date such notice is received by New York Life.

**Termination By New York Life** New York Life can terminate the Policy, only on a Renewal Due Date on or after the first anniversary date, by giving written notice to the Policyholder at least 90 days in advance.

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### **WHEN INSURANCE TAKES EFFECT**

**Requests** An Applicant can request to:

1. become initially insured for Disability Income Insurance;
2. change the Elimination Period, the Monthly Benefit and/or the Plan ("election") to any other election available to him or her, subject to the Maximum as stated on the Schedule page(s). If available, the Applicant may also elect the Cost Of Living Option. New York Life will terminate the existing election before the new election takes effect. If the change is to a shorter Elimination Period, a higher Monthly Benefit and/or a longer Maximum Benefit Period, the Applicant must be less than Age 70 and must not be a resident of an Excluded State; and/or
3. restore insurance, if: (a) his or her insurance ended because the Contribution was not paid or he or she began Active Duty In The Armed Forces; and (b) he or she is an Eligible Person. If the request is approved, all terms and conditions of the Policy applicable to the Applicant at the time insurance ended will be reinstated, subject to any changes in the Policy.

Insurance will take effect for an Applicant in accordance with all of the following:

**For Insurance To Take Effect** For initial insurance, a change in insurance or restoration of insurance to take effect, the Applicant must:

1. give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life, as required. A written request for restoration must be given within: (a) 62 days after the date such Contribution was due; or (b) three months after the date Active Duty In The Armed Forces ended;
2. give New York Life satisfactory medical evidence of insurability, if such evidence is required, at the Applicant's expense unless otherwise provided. Such evidence is not required: (a) if the Applicant returns to Full-Time work within six months after his or her insurance ended because he or she ceased Full-Time work; or (b) for restoration, if insurance ended for the Applicant because he or she began Active Duty In The Armed Forces; and
3. pay the Contribution. However, for restoration of insurance which ended because the Contribution was not paid, all references to the payment of Contribution include all unpaid Contributions from the date insurance ended.

**When Insurance Takes Effect** Except as stated below, insurance takes effect on the Current Benefit Date, if the Applicant is performing the normal activities of a person in good health of like age on the Current Benefit Date or, if the Contribution is paid after the Current Benefit Date, the Applicant is performing such normal activities when the Contribution is paid. The normal activities requirement does not apply to changes in the Elimination Period, the Monthly Benefit and/or the Plan, which would result in a decrease in insurance. No benefits will be paid for any disability occurring before the Current Benefit Date or, if later, before the date the Contribution is paid.

**When Insurance Takes Effect** - Insurance for an Applicant who was not performing the normal activities of a person in good health of like age on the date such insurance would otherwise have taken effect, will take effect on the day the Applicant is performing such normal activities, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) the Applicant is still eligible to obtain the insurance on that day.

## **DISABILITY INCOME INSURANCE**

New York Life will pay a benefit for an Insured Person's Covered Disability in accordance with all of the following:

**Covered Disability** 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 from the following which an Insured Person suffers while he or she is insured under the Policy:

1. an Illness, but only if such incapacity completely and continuously prevents the Insured Person from doing the material and substantial duties of his or her occupation, provided he or she is not engaged in any occupation for pay or profit; and
2. an organ donation by an Insured Person, if he or she has been continuously insured under the Policy for at least 6 consecutive months on the day of such donation.

**Covered Partial Disability** - A Covered Partial Disability is an incapacity from an Illness that:

1. prevents an Insured Person from doing one but not all of the material or substantial duties of his or her occupation while such person is engaged in an occupation or employed for pay or profit; and
2. follows a period during which the Insured Person received payment for a Covered Total Disability if: (a) such Covered Partial Disability is due to or related to the same Illness for which the Insured Person received such payment; (b) such Covered Partial Disability is not separated from a period of Covered Total Disability by an Insured Person's return to Full-Time work of three months or more; and (c) payment is no longer being made for such disability under the Covered Total Disability benefit.

**Exclusions** The following disabilities are excluded:

**Crime/Illegal Occupation/Illegal Activity** - A disability that: (a) occurs during; (b) is due to; or (c) is related to: the Insured Person's incarceration or participation in: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; (d) terrorist activity; or (e) a riot.

**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 Insured 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.

**Military Service** - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the Insured Person's duty in the military, naval or air service of any country.

**Preexisting Condition** - A disability that is classified as or related to a Preexisting Condition.

**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.

**Regular Care** - A disability: (a) that does not require a doctor's regular care of, or attendance to, the Insured Person; or (b) for any period of disability for which the Insured Person is not under the regular care and attendance of a doctor.

**Self Inflicted Injury** - A disability that is due to or related to an intentionally self-inflicted injury or occurs while intentionally injuring oneself; whether the Insured Person is sane or insane.

**War Conditions** - A disability that: (a) occurs during; (b) is due to; or (c) is related to; the Insured Person's engagement in war, an act of war or an armed conflict which involves the armed forces of one or more countries.

**For The Benefit To Be Paid** For the benefit to be paid:

1. New York Life must receive satisfactory proof of the Insured Person's disability within 90 days after the: (a) Elimination Period for a total disability; or (b) date of partial disability for a partial disability. If it is not possible to give proof within such period, it must be given as soon as reasonably possible.

The Insured Person or his or her: parent; guardian; spouse; brother; sister; natural, step, adopted or foster child; grandparent; in-law; or a person residing in the Insured Person's household; cannot be the provider of professional services related to the disability of the Insured Person while he or she is insured under the Policy and for which such professional services are required for benefits to begin and/or continue;

2. New York Life must determine that the disability is a Covered Disability; and
3. for a Covered Total Disability, the Insured Person must complete the Elimination Period.

## DISABILITY INCOME INSURANCE (Continued)

**What Benefit Is Payable** The benefit payable for a Covered Disability is subject to the Maximum as stated on the Schedule page(s) and is as follows. While the benefit is in effect: (a) the Monthly Benefit reductions stated on the Schedule page(s) will not apply; and (b) the Insured Person cannot increase his or her insurance.

**Covered Total Disability** - The benefit payable after the Elimination Period is the applicable Monthly Benefit in force for the Insured Person, based on his or her Age, on the date his or her Covered Total Disability began, except that: If the Covered Total Disability is the result of an organ donation, any increase in the Monthly Benefit within the prior 6 months will not be paid for such Covered Total Disability.

**Covered Partial Disability** - The benefit payable for each month of Covered Partial Disability is 80% of the Insured Person's Average Monthly Income for the 12 month period immediately preceding his or her Covered Total Disability less any Other Income Benefits he or she is eligible to receive for that month, except that: Such amount will not exceed the Monthly Benefit in force for the Insured Person on the date his or her Covered Total Disability began.

The benefit is payable: (a) within 30 days 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 thirty. Any balance remaining unpaid at the end of the period of liability will be made immediately upon receipt of satisfactory proof, on a pro rata basis.

**Survivor Benefit** - If: (a) an Insured Person dies on a day for which a Covered Total Disability benefit is payable; and (b) such Covered Total Disability lasted for at least 30 days immediately before the Insured Person's death; New York Life will pay a benefit equal to 3 times the Monthly Benefit amount in force on the day of the Insured Person's death. The benefit is payable within 30 days after New York Life receives satisfactory proof of the Insured Person's death. The benefit is payable to the Insured Person's surviving relative(s) in the following order of survival: spouse; children equally; brothers and sisters equally; or to the executor or administrator of the Insured Person's estate.

**Who Will Be Paid** Except as stated below, the benefit will be paid to the Insured Person.

**Death/Incompetency** - Subject to the Facility Of Payment exception, any accrued but unpaid benefit will be paid to: (a) the Insured Person's estate, if the Insured Person dies; or (b) a duly appointed guardian or committee of the Insured Person, if such Insured Person is a minor or is not competent to give a valid release.

**Facility Of Payment** - New York Life has the right to pay up to \$5,000 of the benefit to anyone who has incurred expenses for the Insured Person's Covered Disability and who is deemed by New York Life to be equitably entitled, if any benefit becomes payable to: (a) the estate of an Insured Person; (b) an Insured Person who is a minor; or (c) an Insured Person who is not competent to give a valid release. Such payment will be proper to the extent made.

**When The Benefit Ends** Except as stated in the Successive Periods Of Covered Total Disability and Vocational Rehabilitation subsections below, the benefit will end on the earliest of the date:

1. the Insured Person's Covered Disability ends;
2. New York Life does not receive the required proof that the Insured Person's Covered Disability continues;
3. the Insured Person does not submit to an examination required by New York Life by a doctor it selects; or
4. the Maximum as stated on the Schedule page(s) has been reached.

The Insured Person will remain insured under the Policy after the benefit ends, except as stated on the When Insurance Ends page(s).

**Successive Periods Of Covered Total Disability** - Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are due to the same or related causes, and are separated by less than three months continuous Full-Time work during which the Insured Person is not totally disabled.

**Vocational Rehabilitation** - A totally disabled Insured Person's participation in a rehabilitation program approved by New York Life will not be considered, by itself, as a recovery from that Covered Total Disability. However, the nature of the rehabilitation program and the extent of participation by the Insured Person and by New York Life must be satisfactory to both and stated in a written rehabilitation program agreement before any such program can take effect.

A rehabilitation program can include: (a) a period of work for the purposes of rehabilitation; or (b) other vocational and rehabilitation assistance stated in the rehabilitation program agreement.

## DISABILITY INCOME INSURANCE (Continued)

Any benefits for a Covered Total Disability otherwise payable to an Insured Person will continue to be payable during participation in an approved rehabilitation program.

In order to be considered for participation in a rehabilitation program, an Insured Person must give: (a) New York Life a written request in which the Insured Person consents to an evaluation of his or her rehabilitation and vocational potential; and (b) all written authorization necessary for the conduct of such evaluation by New York Life or a rehabilitation service or agency selected by New York Life.

New York Life may approve an Insured Person's participation in a rehabilitation program for a period of three consecutive months and may approve extension or renewals of such participation for one or more additional like or shorter periods. However, participation in a rehabilitation program for more than a total of 24 months will not be approved in connection with one period of Covered Total Disability.

An Insured Person's participation in a rehabilitation program will terminate at the end of the period of participation last approved by New York Life for the Insured Person. New York Life will have the right to withdraw approval of an Insured Person's participation before the end of any such period by advance written notice to the Insured Person and the Insured Person's participation will terminate, in such event, on the termination date stated in the notice.

**Non-Assignability** An Insured Person's insurance under the Policy is non-assignable.

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### **WHEN INSURANCE ENDS**

Except as stated on the Continuance page(s), an Insured Person's insurance will end on the earliest of:

1. the last day of the Insurance Period during which the Insured Person is no longer affiliated with the Society, including meeting any applicable Full-Time work requirement with the Society;
2. the last day of the Insurance Period during which the Insured Person is no longer at Full-Time work. The Insured Person must immediately notify New York Life of the date that Full-Time work ended. If it is not possible to notify New York Life immediately, notification must be made as soon as reasonably possible. Contributions paid and covering any Insurance Period after the date insurance ended due to cessation of Full-Time work will be refunded for up to one year before the date New York Life was notified or became aware that the Insured Person was no longer at Full-Time work. In no event will disability income benefits be paid for a disability occurring after the date insurance ended due to cessation of Full-Time work. This provision does not apply if the Insured Person is no longer at Full-Time work due to his or her Covered Total Disability;
3. the Insured Person's Termination Age Date;
4. the last day of the Insurance Period for which the last Contribution has been paid, except that: Insurance will not end if the Contribution for such insurance is paid within 31 days after such day;
5. the day before the day the Policy is changed to end insurance for the group of insureds to which the Insured Person belongs;
6. the day before the day the Insured Person begins Active Duty In The Armed Forces, with the applicable Contributions refunded pro rata; or
7. the day before the day the Policy terminates.

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### **CONTINUANCE**

Insurance in force on each Insured Person will continue, after the date it would otherwise have ended as stated on the When Insurance Ends page(s), in accordance with all of the following:

**Waiver Of Contribution Benefit** New York Life will waive the payment of an Insured Person's Contribution:

1. if such Insured Person suffers a Covered Total Disability and such Covered Total Disability continues for six consecutive months; and
2. during the period such Insured Person is receiving Covered Disability benefits after the initial six month period.

The benefit will end on the earliest of the date:

1. insurance would otherwise end as stated on the When Insurance Ends page(s);
2. the Maximum as stated on the Schedule page(s) has been reached; or
3. the end of the Insurance Period during which the Covered Disability ends.

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## DEFINITIONS

**Active Duty In The Armed Forces** means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered Active Duty In The Armed Forces.

**Administrator** means the person(s) who or organization(s) which is designated by:

1. the Policyholder to perform certain functions on behalf of the Policyholder and designated by New York Life in an agreement or an authorization to perform certain functions on behalf of New York Life. References to the Policyholder or New York Life mean the Administrator when the Administrator is acting on behalf of the Policyholder or New York Life, respectively; and/or
2. New York Life in a service agreement to perform certain functions on behalf of New York Life. References to the Policyholder or New York Life mean the Administrator when the Administrator is acting on behalf of New York Life.

**Age** means the attained age on the first day of any Insurance Period.

**Annual Gross Earned Income** means a person's wages, salaries, commissions, fees and any other amounts received by such person for personal services for any twelve month period. These income amounts are computed: (a) before deduction of any income taxes or social insurance taxes; and (b) after deduction of normal and usual business expenses that are deductible for income tax purposes.

Annual Gross Earned Income does not include income from interest, dividends, rent, royalties, annuities, other insurance and other unearned income.

**Applicant** means an Eligible Person or an Insured Person.

**Average Monthly Income** means as of any date, a person's Annual Gross Earned Income for the immediately preceding twelve month period, divided by twelve.

**Certificate Effective Date** means the initial Current Benefit Date.

**Complication Of Pregnancy** means:

1. any of the following conditions, requiring hospital confinement (when the pregnancy is not terminated) 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).

**Contribution** means the applicable full periodic payment toward the Premium, received by the Policyholder, which one of the following persons must pay for insurance to take effect on the Current Benefit Date and/or for insurance to continue in force under the Policy: an Insured Person; or any other person as required by the Policyholder. Contribution is determined by the Policyholder and is due on each Renewal Due Date.

## DEFINITIONS (Continued)

**Current Benefit Date** means the date that initial, changed or restored insurance takes effect as follows: (a) the day New York Life approves such insurance; and/or (b) the Renewal Due Date following the day New York Life approves a decrease in insurance.

**Eligible Person** means a member or Full-Time employee of the Society, if such person: (a) has not exceeded Age 70; (b) has a minimum Annual Gross Earned Income of \$20,000 for the immediately preceding twelve month period; and (c) is not a resident of an Excluded State.

Eligible Person does not include a person who is: (a) on Active Duty In The Armed Forces; and/or (b) a full-time student.

**Elimination Period** means the initial, continuous period of an Insured Person's Covered Total Disability which must be completed before such Covered Total Disability becomes initially payable. The Elimination Period is stated on the Schedule page(s).

**Excluded State** means: (a) the Province Of Quebec; and (b) anywhere else, except the fifty states of the United States Of America, the District Of Columbia, Puerto Rico or any other province of the Dominion Of Canada.

**Full-Time** means the active performance for pay or profit of the regular duties of one's normal occupation on a basis of at least 30 hours each week at a place where such duties are normally performed or other location to which travel is required.

**Illness** means injury or sickness.

**Impairment Restriction** means, an exclusion or limitation of insurance on an Insured 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 Insured 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.

All Impairment Restrictions are stated in the certificate. Insurance with such Impairment Restrictions is subject to the Applicant's acceptance. Payment of one Contribution after the Insured Person is advised of the Impairment Restriction will establish such acceptance.

**Insurance Period** means the span of time from a Renewal Due Date through the day before the next Renewal Due Date, during which insurance continues, if the Contribution for such span of time is paid.

**Insured Person** means a person who: (a) was an Eligible Person on his or her Certificate Effective Date; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

**Mental Illness** means disability due to or resulting from psychiatric or psychological conditions, regardless of cause, such as: (a) schizophrenia, (b) depression; (c) manic depressive or bipolar illness; (d) anxiety; (e) personality disorders; and/or (f) adjustment disorders or other conditions, usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions.

This limitation does not apply to dementia, if due to: (a) stroke; (b) trauma; (c) viral infection; (d) Alzheimer's disease; or (e) other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other similar modalities.

**Other Income Benefits** means the amount of any:

1. salary or other compensation the Insured 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 an Insured Person's fringe benefits and the share of the total contributions to corporate surplus;



## DEFINITIONS (Continued)

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 Elimination 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; and/or
6. benefits in the form of periodic cash payments for a disability, excluding any benefits for a disability starting before the Insured Person's Current Benefit Date, 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 Insured Person's record of wages and self-employment income and payable to the Insured Person or a spouse or child of the Insured Person, without regard to any deductions from such benefits which can be made: (1) on account of work; (2) because of the Insured Person's refusal to accept rehabilitation; or (3) because a spouse or child of the Insured 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 Elimination Period.

**Preexisting Condition** means an Illness or any condition related to such Illness for which a person consults a doctor, receives medical services or supplies or takes any medication during the 12 month period immediately before the Insured Person's Current Benefit Date, if such Illness or condition is not fully disclosed when a request for insurance is made under the Policy.

Preexisting Condition does not include: (a) any such Illness or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication for a continuous period of 12 consecutive months after the Insured Person's Current Benefit Date; (b) any such Illness or condition after such person has been continuously insured under the Policy for 24 months; or (c) an Illness or condition classified as an Impairment Restriction.

**Renewal Due Date** means the following dates on or before which the Contribution must be paid to the Policyholder:

1. initially: (a) the Certificate Effective Date; or (b) if by agreement between the Policyholder and New York Life and without individual selection, within 31 days after the Certificate Effective Date. The first Contribution will be reduced pro rata if the Insurance Period from the Certificate Effective Date to the next Renewal Due Date is less than: 12 months if the mode of payment is annual; 6 months if the mode of payment is semiannual; or 3 months if the mode of payment is quarterly; and
2. thereafter, based on the mode of payment elected by the Insured Person and accepted by the Policyholder, each: (a) June 1 for the annual mode of payment; (b) June 1 and December 1 for the semiannual mode of payment; or (c) June 1, September 1, December 1 and March 1 for the quarterly mode of payment.

**Society** means The American Society Of Mechanical Engineers.

**Termination Age Date** means the date insurance for an Insured Person ends due to his or her attainment of the stated Age, as follows: the last day of the Insurance Period during which the Insured Person reaches Age 75.

## SCHEDULE

The Monthly Benefit reductions at Age 65 and Age 70, as stated on the Individual Schedule Of Benefits, will not apply while the benefit is in effect.

### Maximum

For each Covered Disability of an Insured Person while he or she is insured under the Policy, whether insurance has been continuous or interrupted, the maximum amount payable and the Maximum Benefit Period are as follows:

<u>Insured Person's Age</u>	<u>Maximum Monthly Benefit</u>
before Age 65	\$ 6,500.00
Age 65 but before Age 70	3,250.00
Age 70 but before the Termination Age Date	1,560.00

  

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
before Age 63	to Age 65
Age 63 but before the Termination Age Date	24 months

except that, the Maximum Benefit Period:

1. for a Covered Partial Disability is equal to the lesser of: (a) 24 months; or (b) the difference between the period for which the Covered Total Disability benefit has been paid and the Maximum Benefit Period for such Covered Total Disability benefit.
2. is 24 months for all Covered Disabilities which are due to or related to Mental Illness, while the Insured Person is insured under the Policy whether insurance has been continuous or interrupted.

### Spouse Disability Option

If this option is elected by an Applicant and approved by New York Life, New York Life will pay a benefit for an Insured Spouse's Covered Total Disability in accordance with all of the following:

#### Definitions:

**"Covered Total Disability"** means an incapacity from an Illness which an Insured Spouse suffers while he or she is insured under the Policy, but only if: (a) such incapacity completely and continuously prevents the Insured Spouse from doing the material and substantial duties of his or her occupation; and (b) he or she is not engaged in any occupation for pay or profit.

**"Eligible Spouse"** means an Applicant's lawful married spouse, who is: (a) identified on the request for group insurance; (b) less than Age 60; (c) not an Insured Person; and (d) not a resident of an Excluded State.

**"Insured Spouse"** means a person who: (a) was an Eligible Spouse on his or her first Current Benefit Date; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

**"Preexisting Condition"** means an Illness or any condition related to such Illness for which a person consults a doctor, receives medical services or supplies or takes any medication during the 12 month period immediately before the Insured Spouse's Current Benefit Date, if such Illness or condition is not fully disclosed when a request for insurance is made under the Policy. Preexisting Condition does not include: (a) any such Illness or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication for a continuous period of 12 consecutive months after the Insured Spouse's Current Benefit Date; (b) any such Illness or condition after such person has been continuously insured under the Policy for 24 months; or (c) an Illness or condition classified as an Impairment Restriction.

**"Termination Age Date"** means the date insurance for an Insured Spouse ends due to his or her attainment of the stated Age, as follows: the last day of the Insurance Period during which the Insured Spouse reaches Age 65. However, if the Insured Spouse reaches Age 65 on a Renewal Due Date, his or her insurance will end on the day before the Renewal Due Date.

In addition, references in the Spouse Disability Option to **Elimination Period** and **Impairment Restriction** shall have the same meaning for an Insured Spouse as for an Insured Person as stated on the Definitions page(s).

SCHEDULE (Continued)

**Requests** An Applicant can request to elect the Spouse Disability Option, if he or she is insured for a Monthly Benefit of at least \$600.

**For Insurance To Take Effect** For the Spouse Disability Option to take effect, the Applicant must

1. give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life, as required;
2. give New York Life satisfactory medical evidence of insurability, if such evidence is required, at the Applicant's expense unless otherwise provided; and
3. pay the Contribution.

**When Insurance Takes Effect** Except as stated below, the Spouse Disability Option takes effect on the Current Benefit Date if the Eligible Spouse is performing the normal activities of a person in good health of like age on the Current Benefit Date or, if the Contribution is paid after the Current Benefit Date, the Eligible Spouse is performing such normal activities when the Contribution is paid. No benefits will be paid for any disability occurring before the Current Benefit Date or, if later, before the date the Contribution is paid.

**When Insurance Takes Effect** Insurance for an Eligible Spouse who was not performing the normal activities of a person in good health of like age on the date such insurance would otherwise have taken effect, will take effect on the day the Eligible Spouse is performing such normal activities, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) he or she is still eligible to obtain the insurance on that day.

**Plan Available** The Elimination Period, Monthly Benefit and Maximum Benefit Period available under the Spouse Disability Option are as follows:

**Elimination Period:** 30 Days      **Monthly Benefit:** \$500      **Maximum Benefit Period:** 24 months

**Exclusions** Disabilities and/or losses that are excluded for an Insured Spouse are as stated in the Exclusions section on the Disability Income Insurance page(s). For purposes of the Spouse Disability Option, references in such Exclusions to Insured Person shall mean Insured Spouse.

**For The Benefit To Be Paid** For the benefit to be paid:

1. New York Life must receive satisfactory proof of the Insured Spouse's disability within 90 days after the Elimination Period. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible.

The Insured Spouse or his or her: parent; guardian; spouse; brother; sister; natural, step, adopted or foster child; grandparent; in-law; or a person residing in the Insured Spouse's household; cannot be the provider of professional services related to the disability of the Insured Spouse while he or she is insured under the Policy and for which such professional services are required for benefits to begin and/or continue;

2. New York Life must determine that the disability is a Covered Total Disability; and
3. the Insured Spouse must complete the Elimination Period.

**What Benefit Is Payable** The benefit payable for an Insured Spouse's Covered Total Disability is the applicable Monthly Benefit in force for the Insured Spouse on the date his or her Covered Total Disability began. The benefit is payable after the Elimination Period and is subject to the Maximum Benefit Period stated above.

The benefit is payable: (a) within 30 days 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 Total Disability and dividing the product by thirty. Any balance remaining unpaid at the end of the period of liability will be made immediately upon receipt of satisfactory proof, on a pro rata basis.

SCHEDULE (Continued)

**Who Will Be Paid** Except as stated below, the benefit will be paid to the Insured Person, if living, otherwise: (a) to the Insured Person's estate; or (b) at the option of New York Life to the Insured Person's surviving relatives in the following order of survival: children equally; parents equally; or brothers and sisters equally.

**When The Benefit Ends** Except as stated in the Successive Periods Of Covered Total Disability section below, the benefit will end on the earliest of the date:

1. the Insured Spouse's Covered Total Disability ends;
2. the Insured Person is legally separated or divorced from the Insured Spouse;
3. New York Life does not receive the required proof that the Insured Spouse's Covered Total Disability continues;
4. the Insured Spouse does not submit to an examination required by New York Life by a doctor it selects; or
5. the Maximum Benefit Period stated above has been reached.

The Insured Spouse will remain insured under the Policy after the benefit ends, except as stated in the When Insurance Ends section.

**Successive Periods Of Covered Total Disability** Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are: (a) due to the same or related causes; and (b) separated by less than three months continuous performance of the normal activities of a person in good health of like age during which the Insured Spouse is not totally disabled.

**When Insurance Ends** An Insured Person's Spouse Disability Option will end on the earliest of:

1. the date the Insured Person is legally separated or divorced from the Insured Spouse;
2. the Insured Spouse's Termination Age Date;
3. the day before the day the Insured Spouse begins Active Duty In The Armed Forces, with the applicable Contributions refunded pro rata; or
4. the date the Insured Person's insurance ends.

**Waiver Of Contribution Benefit** New York Life will waive an Insured Person's Contribution for the Spouse Disability Option, if his or her Contribution is waived in accordance with the Waiver Of Contribution section on the Continuance pages. The benefit will end as stated in such section, except that: The Spouse Disability Option will end before the benefit ends if the Insured Spouse: (a) reaches his or her Termination Age Date; (b) becomes an Insured Person; or (c) ceases to be the lawful married spouse of the Insured Person.

**Important Notice** The Important Notice page(s) are applicable to the Spouse Disability Option.

## SCHEDULE

The Monthly Benefit reductions at Age 65 and Age 70, as stated on the Individual Schedule Of Benefits, will not apply while the benefit is in effect.

### Maximum

For each Covered Disability of an Insured Person while he or she is insured under the Policy, whether insurance has been continuous or interrupted, the maximum amount payable and the Maximum Benefit Period are as follows:

<u>Insured Person's Age</u>	<u>Maximum Monthly Benefit</u>
before Age 65	\$ 7,500.00
Age 65 but before Age 70	3,750.00
Age 70 but before the Termination Age Date	1,800.00

  

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
before Age 63	to Age 65
Age 63 but before the Termination Age Date	24 months

except that, the Maximum Benefit Period:

1. for a Covered Partial Disability is equal to the lesser of: (a) 24 months; or (b) the difference between the period for which the Covered Total Disability benefit has been paid and the Maximum Benefit Period for such Covered Total Disability benefit.
2. is 24 months for all Covered Disabilities which are due to or related to Mental Illness, while the Insured Person is insured under the Policy whether insurance has been continuous or interrupted.

### Cost Of Living Option

If this option is elected by an Applicant insured under Plan 65, the Monthly Benefit payable for a Covered Disability starting before Age 63, may be adjusted annually to reflect changes in the cost of living based on the CPI-U. Such adjustments, if any, will only be made while the Covered Disability continues. Years are measured from the start of the Elimination Period. In the first year, no adjustment will be made. Adjustments may be made to the Monthly Benefit paid in the second and each succeeding year.

The adjusted Monthly Benefit for a given year is determined by multiplying the Monthly Benefit by a factor. The factor for such year is determined by dividing the CPI-U for the third month before the first month of such year by the CPI-U for the third month before the month during which the Elimination Period starts. Such factor can not be less than 1.00 or more than the Factor Limit. However, the Maximum Monthly Benefit may be exceeded by the amount of the cost of living adjustment. When the Covered Disability benefit ends, as stated in the When The Benefit Ends section on the Disability Income Insurance page(s), the Monthly Benefit will be reduced to the pre-adjusted Monthly Benefit.

#### **For purposes of the Cost Of Living Option:**

**CPI-U** means the Consumer Price Index For All Urban Consumers, All Items, as published by the Bureau Of Labor Statistics. If the CPI-U, in New York Life's opinion, is no longer a valid index for the purpose of the Cost Of Living Option, or is no longer published by the Bureau Of Labor Statistics, New York Life will use a new index. The new index will be one approved by the insurance supervisory official of the Contract State.

**Factor Limit** means the limit determined from the following table for any year during which benefits are payable for a Covered Disability, as follows:

<u>Year</u>	<u>Factor Limit</u>	<u>Year</u>	<u>Factor Limit</u>	<u>Year</u>	<u>Factor Limit</u>	<u>Year</u>	<u>Factor Limit</u>
1st	1.00	5th	1.22	9th	1.48	13th	1.80
2nd	1.05	6th	1.28	10th	1.55	14th	1.89
3rd	1.10	7th	1.34	11th	1.63	15th and	
4th	1.16	8th	1.41	12th	1.71	subsequent	2.00

SCHEDULE (Continued)

**Spouse Disability Option**

If this option is elected by an Applicant and approved by New York Life, New York Life will pay a benefit for an Insured Spouse's Covered Total Disability in accordance with all of the following:

**Definitions:**

**"Covered Total Disability"** means an incapacity from an Illness which an Insured Spouse suffers while he or she is insured under the Policy, but only if: (a) such incapacity completely and continuously prevents the Insured Spouse from doing the material and substantial duties of his or her occupation; and (b) he or she is not engaged in any occupation for pay or profit.

**"Eligible Spouse"** means an Applicant's lawful married spouse, who is: (a) identified on the request for group insurance; (b) less than Age 60; (c) not an Insured Person; and (d) not a resident of an Excluded State.

**"Insured Spouse"** means a person who: (a) was an Eligible Spouse on his or her first Current Benefit Date; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

**"Preexisting Condition"** means an Illness or any condition related to such Illness for which a person consults a doctor, receives medical services or supplies or takes any medication during the 12 month period immediately before the Insured Spouse's Current Benefit Date, if such Illness or condition is not fully disclosed when a request for insurance is made under the Policy. Preexisting Condition does not include: (a) any such Illness or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication for a continuous period of 12 consecutive months after the Insured Spouse's Current Benefit Date; (b) any such Illness or condition after such person has been continuously insured under the Policy for 24 months; or (c) an Illness or condition classified as an Impairment Restriction.

**"Termination Age Date"** means the date insurance for an Insured Spouse ends due to his or her attainment of the stated Age, as follows: the last day of the Insurance Period during which the Insured Spouse reaches Age 65. However, if the Insured Spouse reaches Age 65 on a Renewal Due Date, his or her insurance will end on the day before the Renewal Due Date.

In addition, references in the Spouse Disability Option to **Elimination Period** and **Impairment Restriction** shall have the same meaning for an Insured Spouse as for an Insured Person as stated on the Definitions page(s).

**Requests** An Applicant can request to elect the Spouse Disability Option, if he or she is insured for a Monthly Benefit of at least \$600.

**For Insurance To Take Effect** For the Spouse Disability Option to take effect, the Applicant must

1. give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life, as required;
2. give New York Life satisfactory medical evidence of insurability, if such evidence is required, at the Applicant's expense unless otherwise provided; and
3. pay the Contribution.

**When Insurance Takes Effect** Except as stated below, the Spouse Disability Option takes effect on the Current Benefit Date if the Eligible Spouse is performing the normal activities of a person in good health of like age on the Current Benefit Date or, if the Contribution is paid after the Current Benefit Date, the Eligible Spouse is performing such normal activities when the Contribution is paid. No benefits will be paid for any disability occurring before the Current Benefit Date or, if later, before the date the Contribution is paid.

**When Insurance Takes Effect** Insurance for an Eligible Spouse who was not performing the normal activities of a person in good health of like age on the date such insurance would otherwise have taken effect, will take effect on the day the Eligible Spouse is performing such normal activities, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) he or she is still eligible to obtain the insurance on that day.

SCHEDULE (Continued)

**Plan Available** The Elimination Period, Monthly Benefit and Maximum Benefit Period available under the Spouse Disability Option are as follows:

**Elimination Period:** 30 Days      **Monthly Benefit:** \$500      **Maximum Benefit Period:** 24 months

**Exclusions** Disabilities and/or losses that are excluded for an Insured Spouse are as stated in the Exclusions section on the Disability Income Insurance page(s). For purposes of the Spouse Disability Option, references in such Exclusions to Insured Person shall mean Insured Spouse.

**For The Benefit To Be Paid** For the benefit to be paid:

1. New York Life must receive satisfactory proof of the Insured Spouse's disability within 90 days after the Elimination Period. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible.

The Insured Spouse or his or her: parent; guardian; spouse; brother; sister; natural, step, adopted or foster child; grandparent; in-law; or a person residing in the Insured Spouse's household; cannot be the provider of professional services related to the disability of the Insured Spouse while he or she is insured under the Policy and for which such professional services are required for benefits to begin and/or continue;

2. New York Life must determine that the disability is a Covered Total Disability; and
3. the Insured Spouse must complete the Elimination Period.

**What Benefit Is Payable** The benefit payable for an Insured Spouse's Covered Total Disability is the applicable Monthly Benefit in force for the Insured Spouse on the date his or her Covered Total Disability began. The benefit is payable after the Elimination Period and is subject to the Maximum Benefit Period stated above.

The benefit is payable: (a) within 30 days 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 Total Disability and dividing the product by thirty. Any balance remaining unpaid at the end of the period of liability will be made immediately upon receipt of satisfactory proof, on a pro rata basis.

**Who Will Be Paid** Except as stated below, the benefit will be paid to the Insured Person, if living, otherwise: (a) to the Insured Person's estate; or (b) at the option of New York Life to the Insured Person's surviving relatives in the following order of survival: children equally; parents equally; or brothers and sisters equally.

**When The Benefit Ends** Except as stated in the Successive Periods Of Covered Total Disability section below, the benefit will end on the earliest of the date:

1. the Insured Spouse's Covered Total Disability ends;
2. the Insured Person is legally separated or divorced from the Insured Spouse;
3. New York Life does not receive the required proof that the Insured Spouse's Covered Total Disability continues;
4. the Insured Spouse does not submit to an examination required by New York Life by a doctor it selects; or
5. the Maximum Benefit Period stated above has been reached.

The Insured Spouse will remain insured under the Policy after the benefit ends, except as stated in the When Insurance Ends section.

SCHEDULE (Continued)

**Successive Periods Of Covered Total Disability** Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are: (a) due to the same or related causes; and (b) separated by less than three months continuous performance of the normal activities of a person in good health of like age during which the Insured Spouse is not totally disabled.

**When Insurance Ends** An Insured Person's Spouse Disability Option will end on the earliest of:

1. the date the Insured Person is legally separated or divorced from the Insured Spouse;
2. the Insured Spouse's Termination Age Date;
3. the day before the day the Insured Spouse begins Active Duty In The Armed Forces, with the applicable Contributions refunded pro rata; or
4. the date the Insured Person's insurance ends.

**Waiver Of Contribution Benefit** New York Life will waive an Insured Person's Contribution for the Spouse Disability Option, if his or her Contribution is waived in accordance with the Waiver Of Contribution section on the Continuance pages. The benefit will end as stated in such section, except that: The Spouse Disability Option will end before the benefit ends if the Insured Spouse: (a) reaches his or her Termination Age Date; (b) becomes an Insured Person; or (c) ceases to be the lawful married spouse of the Insured Person.

**Important Notice** The Important Notice page(s) are applicable to the Spouse Disability Option.



## SCHEDULE

The Monthly Benefit reductions at Age 65 and Age 70, as stated on the Individual Schedule Of Benefits, will not apply while the benefit is in effect.

### Maximum

For each Covered Disability of an Insured Person while he or she is insured under the Policy, whether insurance has been continuous or interrupted, the maximum amount payable and the Maximum Benefit Period are as follows:

<u>Insured Person's Age</u>	<u>Maximum Monthly Benefit</u>
before Age 65	\$ 7,500.00
Age 65 but before Age 70	3,750.00
Age 70 but before the Termination Age Date	1,800.00

  

<u>For A Covered Total Disability Starting</u>	<u>Maximum Benefit Period</u>
before Age 60	60 months
Age 60 but before Age 63	to Age 65
Age 63 but before the Termination Age Date	24 months

except that, the Maximum Benefit Period:

1. for a Covered Partial Disability is equal to the lesser of: (a) 24 months; or (b) the difference between the period for which the Covered Total Disability benefit has been paid and the Maximum Benefit Period for such Covered Total Disability benefit.
2. is 24 months for all Covered Disabilities which are due to or related to Mental Illness, while the Insured Person is insured under the Policy whether insurance has been continuous or interrupted.

### Spouse Disability Option

If this option is elected by an Applicant and approved by New York Life, New York Life will pay a benefit for an Insured Spouse's Covered Total Disability in accordance with all of the following:

#### Definitions:

**"Covered Total Disability"** means an incapacity from an Illness which an Insured Spouse suffers while he or she is insured under the Policy, but only if: (a) such incapacity completely and continuously prevents the Insured Spouse from doing the material and substantial duties of his or her occupation; and (b) he or she is not engaged in any occupation for pay or profit.

**"Eligible Spouse"** means an Applicant's lawful married spouse, who is: (a) identified on the request for group insurance; (b) less than Age 60; (c) not an Insured Person; and (d) not a resident of an Excluded State.

**"Insured Spouse"** means a person who: (a) was an Eligible Spouse on his or her first Current Benefit Date; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

**"Preexisting Condition"** means an Illness or any condition related to such Illness for which a person consults a doctor, receives medical services or supplies or takes any medication during the 12 month period immediately before the Insured Spouse's Current Benefit Date, if such Illness or condition is not fully disclosed when a request for insurance is made under the Policy. Preexisting Condition does not include: (a) any such Illness or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication for a continuous period of 12 consecutive months after the Insured Spouse's Current Benefit Date; (b) any such Illness or condition after such person has been continuously insured under the Policy for 24 months; or (c) an Illness or condition classified as an Impairment Restriction.

**"Termination Age Date"** means the date insurance for an Insured Spouse ends due to his or her attainment of the stated Age, as follows: the last day of the Insurance Period during which the Insured Spouse reaches Age 65. However, if the Insured Spouse reaches Age 65 on a Renewal Due Date, his or her insurance will end on the day before the Renewal Due Date.

In addition, references in the Spouse Disability Option to **Elimination Period** and **Impairment Restriction** shall have the same meaning for an Insured Spouse as for an Insured Person as stated on the Definitions page(s).

## SCHEDULE (Continued)

**Requests** An Applicant can request to elect the Spouse Disability Option, if he or she is insured for a Monthly Benefit of at least \$600.

**For Insurance To Take Effect** For the Spouse Disability Option to take effect, the Applicant must

1. give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life, as required;
2. give New York Life satisfactory medical evidence of insurability, if such evidence is required, at the Applicant's expense unless otherwise provided; and
3. pay the Contribution.

**When Insurance Takes Effect** Except as stated below, the Spouse Disability Option takes effect on the Current Benefit Date if the Eligible Spouse is performing the normal activities of a person in good health of like age on the Current Benefit Date or, if the Contribution is paid after the Current Benefit Date, the Eligible Spouse is performing such normal activities when the Contribution is paid. No benefits will be paid for any disability occurring before the Current Benefit Date or, if later, before the date the Contribution is paid.

**When Insurance Takes Effect** Insurance for an Eligible Spouse who was not performing the normal activities of a person in good health of like age on the date such insurance would otherwise have taken effect, will take effect on the day the Eligible Spouse is performing such normal activities, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) he or she is still eligible to obtain the insurance on that day.

**Plan Available** The Elimination Period, Monthly Benefit and Maximum Benefit Period available under the Spouse Disability Option are as follows:

**Elimination Period:** 30 Days      **Monthly Benefit:** \$500      **Maximum Benefit Period:** 24 months

**Exclusions** Disabilities and/or losses that are excluded for an Insured Spouse are as stated in the Exclusions section on the Disability Income Insurance page(s). For purposes of the Spouse Disability Option, references in such Exclusions to Insured Person shall mean Insured Spouse.

**For The Benefit To Be Paid** For the benefit to be paid:

1. New York Life must receive satisfactory proof of the Insured Spouse's disability within 90 days after the Elimination Period. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible.  
The Insured Spouse or his or her: parent; guardian; spouse; brother; sister; natural, step, adopted or foster child; grandparent; in-law; or a person residing in the Insured Spouse's household; cannot be the provider of professional services related to the disability of the Insured Spouse while he or she is insured under the Policy and for which such professional services are required for benefits to begin and/or continue;
2. New York Life must determine that the disability is a Covered Total Disability; and
3. the Insured Spouse must complete the Elimination Period.

**What Benefit Is Payable** The benefit payable for an Insured Spouse's Covered Total Disability is the applicable Monthly Benefit in force for the Insured Spouse on the date his or her Covered Total Disability began. The benefit is payable after the Elimination Period and is subject to the Maximum Benefit Period stated above.

The benefit is payable: (a) within 30 days 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 Total Disability and dividing the product by thirty. Any balance remaining unpaid at the end of the period of liability will be made immediately upon receipt of satisfactory proof, on a pro rata basis.

SCHEDULE (Continued)

**Who Will Be Paid** Except as stated below, the benefit will be paid to the Insured Person, if living, otherwise: (a) to the Insured Person's estate; or (b) at the option of New York Life to the Insured Person's surviving relatives in the following order of survival: children equally; parents equally; or brothers and sisters equally.

**When The Benefit Ends** Except as stated in the Successive Periods Of Covered Total Disability section below, the benefit will end on the earliest of the date:

1. the Insured Spouse's Covered Total Disability ends;
2. the Insured Person is legally separated or divorced from the Insured Spouse;
3. New York Life does not receive the required proof that the Insured Spouse's Covered Total Disability continues;
4. the Insured Spouse does not submit to an examination required by New York Life by a doctor it selects; or
5. the Maximum Benefit Period stated above has been reached.

The Insured Spouse will remain insured under the Policy after the benefit ends, except as stated in the When Insurance Ends section.

**Successive Periods Of Covered Total Disability** Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are: (a) due to the same or related causes; and (b) separated by less than three months continuous performance of the normal activities of a person in good health of like age during which the Insured Spouse is not totally disabled.

**When Insurance Ends** An Insured Person's Spouse Disability Option will end on the earliest of:

1. the date the Insured Person is legally separated or divorced from the Insured Spouse;
2. the Insured Spouse's Termination Age Date;
3. the day before the day the Insured Spouse begins Active Duty In The Armed Forces, with the applicable Contributions refunded pro rata; or
4. the date the Insured Person's insurance ends.

**Waiver Of Contribution Benefit** New York Life will waive an Insured Person's Contribution for the Spouse Disability Option, if his or her Contribution is waived in accordance with the Waiver Of Contribution section on the Continuance pages. The benefit will end as stated in such section, except that: The Spouse Disability Option will end before the benefit ends if the Insured Spouse: (a) reaches his or her Termination Age Date; (b) becomes an Insured Person; or (c) ceases to be the lawful married spouse of the Insured Person.

**Important Notice** The Important Notice page(s) are applicable to the Spouse Disability Option.