

# GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

## POLICYHOLDER

POLICY NUMBER CONTRACT STATE TRUSTEE UNDER TRUST AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of July 1, 2010 or the INSURED MEMBER'S CERTIFICATE EFFECTIVE DATE, as follows:

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

California Nevada

Susan A. Theore Secretary

Theerloo Antei

President

## STATE REGULATIONS

#### **DOMESTIC PARTNER ENDORSEMENT**

The following applies to California and Nevada residents:

For the purpose of providing the same benefits, protections and responsibilities to parties of a domestic partnership that are granted to spouses in a marriage, the following Endorsement is attached to the Policy and Certificate:

#### **PURPOSE**:

This endorsement is part of the policy, contract, certificate and/or riders and endorsements to which it is attached and is intended to provide benefits to parties of a domestic partnership. State law requires that parties to a domestic partnership shall have the same benefits, protections, and responsibilities under law as are granted to spouses in a marriage. In order to receive benefits in accordance with this endorsement, the parties to a domestic partnership must have either completed and filed a Declaration of Domestic Partnership/Certificate of Registered Domestic Partnership in accordance with the laws of their state of residence or as an alternative, completed the New York Life Declaration of Domestic Partnership and provided supporting documentation.

## **GENERAL DEFINITIONS, TERMS CONDITIONS AND PROVISIONS:**

The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superceded as follows:

Where terms are used that mean or refer to a spouse, such as "lawful married spouse," "dependent spouse" or "spouse" the term "domestic partner" shall also be included.

The term "domestic partner" shall be defined within the Eligible Dependent section as "a person who completes and submits a Declaration of Domestic Partnership and with whom an ELIGIBLE MEMBER maintains a Committed Relationship. A 'Committed Relationship' means a familial relationship between two individuals characterized by mutual caring and the sharing of a mutual residence."

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms shall also include the inception or termination of a domestic partnership.

"Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a domestic partnership.

7/1/10 10/2009 Ed.



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Oregon

Susan A. Theore Secretary

Theerboo A Main

President

### STATE REGULATIONS

#### **DOMESTIC PARTNER ENDORSEMENT**

The following applies to Oregon residents:

For the purpose of providing the same benefits, protections and responsibilities to parties of a domestic partnership that are granted to spouses in a marriage, the following Endorsement is attached to the Policy and Certificate:

#### PURPOSE:

This endorsement is part of the policy, contract, certificate and/or riders and endorsements to which it is attached and is intended to provide benefits to parties of a domestic partnership. State law requires that parties to a domestic partnership shall have the same benefits, protections, and responsibilities under law as are granted to spouses in a marriage. In order to receive benefits in accordance with this endorsement, the parties to a domestic partnership must have completed and filed a Declaration of Domestic Partnership/Certificate of Registered Domestic Partnership in accordance with the laws of the state of Oregon. As outlined in Oregon law, New York Life will require and apply the same level of proof for existence of a domestic partnership that the Company requires and applies for the existence of a marriage.

## GENERAL DEFINITIONS, TERMS CONDITIONS AND PROVISIONS:

The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superceded as follows:

Where terms are used that mean or refer to a spouse, such as "lawful married spouse," "dependent spouse" or "spouse" the term "domestic partner" shall also be included.

The term "domestic partner" shall be defined within the Eligible Dependent section as "a person who completes and files a Declaration of Domestic Partnership and with whom an ELIGIBLE MEMBER maintains a Committed Relationship. A 'Committed Relationship' means a familial relationship between two individuals characterized by mutual caring and the sharing of a mutual residence."

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms shall also include the inception or termination of a domestic partnership.

"Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a domestic partnership.



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New Hampshire New Jersey

Susan A. Theore

Theoleo Antei

President

Secretary

## STATE REGULATIONS

#### **CIVIL UNION ENDORSEMENT**

The following applies to New Hampshire and New Jersey residents:

For the purpose of providing the same benefits, protections and responsibilities to parties of a civil union that are granted to spouses in a marriage, the following Endorsement is attached to the Policy and Certificate:

#### PURPOSE:

This endorsement is part of the policy, contract, certificate and/or riders and endorsements to which it is attached and is intended to provide benefits for parties to a civil union. State law requires that parties to a civil union shall have the same benefits, protections, and responsibilities under law as are granted to spouses in a marriage. In order to receive benefits in accordance with this endorsement, the parties to the civil union must have been issued a civil union license or civil union certificate in accordance with the laws of their state of residence.

#### **GENERAL DEFINITIONS, TERMS CONDITIONS AND PROVISIONS:**

The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superceded as follows:

Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms, shall also include the marital relationship created by a civil union.

Terms that mean or refer to a family relationship arising from a marriage such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms, shall also include the family relationship created by a civil union.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms shall also include the inception or dissolution of a civil union.

"Dependent" means a spouse, a party to a civil union and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

"Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.



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Arkansas

Susan A. Theore Secretary

Theoleo Antei

President

# ARKANSAS REGULATIONS

The following applies to Arkansas residents:

# **Notice**

If you have an inquiry concerning your group insurance plan, you may write to New York Life or to the Arkansas Insurance Department at the following addresses:

The Office Of Corporate Responsibility New York Life Insurance Company 51 Madison Avenue New York, New York 10010 Telephone No.: 1-800-792-9686

Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, Arkansas 72201 Telephone No.: 1-800-852-5494



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Connecticut

Susan A. Theore Secretary

Theoleo Antei

President

### CONNECTICUT REGULATIONS

The following applies to Connecticut residents:

1. For the purpose of modifying the Crime/Illegal Occupation/Illegal Activity exclusion to apply only to illegal occupations or activities of a felonious nature, the Crime/Illegal Occupation/Illegal Activity exclusion on the AD&D Insurance page(s) is revised as follows:

**Crime/Illegal Occupation/Illegal Activity** – A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S incarceration or participation in an illegal occupation or activity of a felonious nature.

2. For the purpose of revising the Drugs exclusion to only exclude legal intoxication and to define legal intoxication, the Drugs exclusion on the AD&D Insurance page(s) is revised as follows:

**Intoxication** – A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S legal intoxication. ("Intoxication" means a state of drunkenness or inebriation caused by the use of alcohol or some similar condition caused by the use of drugs.)



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Florida

Susan A. Theore Secretary

Theerboo A Main

President

#### FLORIDA REGULATIONS

The following applies to Florida residents:

1. <u>Complaint Notice</u> – A COVERED PERSON may call the following toll-free number if he or she has any questions or complaints concerning the Policy:

#### 1-800-424-9883

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

# **NOTICE**

# THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.

- 3. The No Interim Liability provision on the face page of the Policy and Certificate is deleted in its entirety.
- 4. For the purpose of revising the eligibility for an INSURED CHILD to reference "living in the INSURED MEMBER'S household or is a full-time or part-time student" instead of "unmarried":

(a) item 2.under Class 1 of the ELIGIBLE DEPENDENT definition on the Definitions page is replaced by the following:

- 1. natural child, stepchild, or adopted child, who:
  - a. is living in the household of the APPLICANT or is a full-time or part-time student;
  - b. with respect to the stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, or adopted child is substantially dependent upon the family for support;
  - c. is at least 14 days old;
  - d. has not exceeded the MAXIMUM ELIGIBILITY AGE;
  - e. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children;
  - f. is not an ELIGIBLE MEMBER; and
  - g. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent.
- (b) item 6. on the When Insurance Ends page(s) is replaced by the following:
  - 6. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) reaches the TERMINATION AGE DATE; (b) is no longer living in the INSURED MEMBER'S household or is no longer a full-time or part-time student; (c) becomes an INSURED MEMBER; or (d) with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support;

- 5. For the purpose of expediting the payment of claims:
  - (a) the first paragraph of the What Benefit Is Payable section of the AD&D Insurance page(s) is replaced with the following:

<u>What Benefit Is Payable</u> The benefit payable for a Covered Loss is the applicable percentage of the Principal Sum in force for the COVERED PERSON on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule Page(s). The benefit is payable as soon as New York Life has receipt of satisfactory proof. A single payment is made unless payment in installments has been elected in accordance with the Payment In Installments and Request Procedure sections. New York Life will pay interest on the Death Benefit from the date of the COVERED PERSON'S death until the date of payment. Interest will be paid at the greater of the annual interest rate declared by New York Life for policy proceeds left with New York Life under Option 1(Proceeds at Interest) or the minimum required by state law.

(b) the Claims Payment paragraph of the Claims section of the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced with the following:

Claims Payment The benefit is payable as soon as New York Life receives satisfactory proof of the covered loss.

6. For the purpose of changing the duration of time allowed to bring legal action, the Legal Action paragraph of the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced with the following:

**Legal Action** The claimant cannot start any legal action after the expiration of the applicable statute of limitations from the time a claim form or proof of loss is due.

7. For the purpose of extending the eligibility ages for an ELIGIBLE CHILD, the definitions of MAXIMUM ELIGIBILITY AGE and TERMINATION AGE DATE on the Definitions page(s) are replaced by the following:

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 69; ELIGIBLE SPOUSE, through age 69; or ELIGIBLE CHILD, through the end of the calendar year in which the child reaches age 25.

**TERMINATION AGE DATE** means the last day of the calendar year during which the INSURED CHILD reaches AGE 25.



New York Life Insurance Company

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

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Illinois

lucan A. Thicke Secretary

herber Antent

President

## **ILLINOIS REGULATIONS**

The following applies to Illinois residents:

#### **Complaint Notice**

If you have a complaint concerning your group insurance plan, you may write to New York Life or to the Illinois Department of Insurance. In this regard, Section 50 Ill. Adm. Code 931.10 et al. of the Illinois Administrative Code requires notification of the following addresses:

The Office Of Corporate Responsibility New York Life Insurance Company 51 Madison Avenue New York, New York 10010

Illinois Department Of Insurance Consumer Division 320 West Washington Street Springfield, Illinois 62767-0001

Illinois Department Of Insurance Consumer Division 100 W. Randolph Street, Suite 15-100 Chicago, Illinois 60601-3251

Correspondence about your plan should include the Plan Number or Policy Number and the name of the employer or Policyholder to whom the plan has been issued.



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Indiana

Susan A. Theore Secretary

Theoleo Antei

President

# **INDIANA REGULATIONS**

The following applies to Indiana residents:

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

#### **Complaint Notice**

## Questions regarding your policy or coverage should be directed to:

The Office of Corporate Responsibility New York Life Insurance Company 51 Madison Avenue New York, NY 10010

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone or e-mail:

State of Indiana Department of Insurance Consumer Services Division 311 West Washington Street, Suite 300 Indianapolis, Indiana 46204-2787

Consumer Hotline: (800) 622-4461, in the Indianapolis area: (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi



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Kentucky

Susan A. Theore Secretary

Theerles Arlein

President

# **KENTUCKY REGULATIONS**

The following applies to Kentucky residents:

The following is added above the first provision on the first page of the Certificate:

"READ YOUR CERTIFICATE CAREFULLY."



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Louisiana

Susan A. Theore Secretary

Theoleo Antei

President

# LOUISIANA REGULATIONS

The following applies to Louisiana residents:

1. For the purpose of deleting all references to "drugs" and for renaming the exclusion, the Drugs Exclusion on the AD&D Insurance page(s) will now be referred to as Intoxicants/Narcotics as follows:

**Intoxicants/Narcotics** – A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S: (a) use of intoxicants, narcotics, barbiturates or hallucinogenic agents, unless such use is as prescribed by a doctor or accidentally administered; (b) illegal use of intoxicants, narcotics, barbiturates or hallucinogenic agents; or (c) legal intoxication.

- 2. For the purpose of not increasing the Premium rates more than once in any six-month period after the first Anniversary Date, item 1. of the New York Life's Rights section of the Premium page(s) of the Policy is revised as follows:
  - 1. PREMIUM DATE, after the first Anniversary Date, except that: New York Life will not increase the PREMIUM rates more than once in any six-month period. New York Life will mail or deliver a written notice to the Policyholder at least 90 days before the date such change is to take effect.



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Maryland

Susan A. Theore Secretary

Theoleo Antei

President

## MARYLAND REGULATIONS

The following applies to Maryland residents:

The following is added to the face page of the Certificate:

#### THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL OF THE BENEFITS REQUIRED IN MARYLAND LAW.



New York Life Insurance Company

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

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#### POLICYHOLDER

# **POLICY NUMBER CONTRACT STATE**

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Minnesota

Sewan A. Theore

herber Antei

President

Secretary

## MINNESOTA REGULATIONS

The following applies to Minnesota residents:

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

#### This policy is a legal contract between the Policyholder and New York Life. READ YOUR POLICY CAREFULLY.

2. The following Notice of Cancellation is added to the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate:

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

3. For the purpose of clarifying the exclusion, the Air Travel item in the Exclusions section of the AD&D Insurance page(s) is replaced by the following:

Air Travel - A loss that occurs during or is a direct result of the COVERED PERSON'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless the COVERED PERSON is traveling solely as a passenger. However, this exclusion and limitation does not apply to a loss that occurs after five years from the CERTIFICATE EFFECTIVE DATE, except that it will apply to COVERED PERSONS who have received aeronautic or aviation training or whose occupation entails duty aboard aircraft in flight, regardless of the time insured under the Policy.

4. For the purpose of removing the terms "Illegal Activity" and "terrorist activity" and replacing the term "Crime" with the term "Felony", the Crime/Illegal Occupation/Illegal Activity Exclusion of the AD&D Insurance page(s) is revised as follows:

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

5. For the purpose of stating the alternative payment methods, the Payment In Installments paragraph on the AD&D Insurance page(s) is revised as follows:

**Payment In Installments** Any COVERED PERSON who can designate a beneficiary can elect to have all or any part of the benefit payable in the event of his or her death paid in installments. He or she can later revoke or change such election. After the COVERED PERSON'S death, his or her beneficiary can elect to have all or any part of the Death Benefit or Covered Loss benefit, to which he or she is entitled, paid in installments, if: (a) the COVERED PERSON did not elect payment in installments; (b) the beneficiary is an adult natural person; and (c) no payment has been made. The beneficiary can later revoke or change his or her election. The beneficiary may elect alternative payment methods including but not limited to: a life income option; an income option for fixed amounts or fixed time periods; or the selection of an interest-bearing account with New York Life and the right to select another option at a later date. The amount and terms of the installments will be in accordance with New York Life's standard practices at the time of such election or change.

#### MINNESOTA REGULATIONS

- 6. For the purpose of adding grandchild to the definition of ELIGIBLE DEPENDENT, Item 2. under Class 1 of the ELIGIBLE DEPENDENT definition on the Definitions page(s) is revised, as follows:
  - 2. natural child, grandchild, stepchild or adopted child, who:
- 7. For the purpose of extending the time period during which a claimant can start any legal action, the Legal Action section of the Claims provision on the General Provisions page(s) of the Policy and Important Notice page(s) of the Certificate is replaced by the following:

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

8. The definition of FULL-TIME STUDENT is added to the Definitions page(s) as follows:

**FULL-TIME STUDENT** means a student taking a full-time coarse load in an educational institution, including any student who by reason of illness, injury or physical or mental disability as documented by a doctor is unable to carry the educational institution's full-time course load so long as such student's course load is at least 60% of what otherwise is considered by the institution to be a full-time course load.



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Mississippi

Susan A. Theore Secretary

Theoleo Antei

President

#### MISSISSIPPI REGULATIONS

The following applies to Mississippi residents:

For the purpose of ensuring that the benefit is payable within 30 days of receipt of satisfactory proof:

(a) The What Benefit Is Payable section on the AD&D page(s) is revised, as follows:

**What Benefit Is Payable** The benefit payable for a Covered Loss is the applicable percentage of the Principal Sum in force for the COVERED PERSON on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 30 days after receipt of satisfactory proof. If the claim is not denied for valid and proper reasons within 35 days after receipt, New York Life will pay interest on accrued benefits at the rate of one and one-half percent (1 ½%) per month accruing from the day after payment was due on the amount of benefits that remain unpaid until the claim is finally adjudicated. In the event New York Life fails to pay benefits when due, the COVERED PERSON entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided by this provision, and any other damages as may be allowable by law. A single payment is made unless payment in installments has been elected in accordance with the Payment In Installments and Request Procedure sections.

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

**Claims Payment** The benefit is payable within 30 days after receipt of satisfactory proof of the covered loss. If the claim is not denied for valid and proper reasons within 35 days after receipt, New York Life will pay interest on accrued benefits at the rate of one and one-half percent (1 ½%) per month accruing from the day after payment was due on the amount of benefits that remain unpaid until the claim is finally adjudicated. In the event New York Life fails to pay benefits when due, the COVERED PERSON entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided by this provision, and any other damages as may be allowable by law.



# GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

## POLICYHOLDER

POLICY NUMBER CONTRACT STATE TRUSTEE UNDER TRUST AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of July 1, 2010 or the INSURED MEMBER'S CERTIFICATE EFFECTIVE DATE, as follows:

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

Montana

Susan A. Theore Secretary

Theoleo Antei

President

# MONTANA REGULATIONS

The following applies to Montana residents:

For the purpose of ensuring that the benefit is payable within 30 days of receipt of satisfactory proof:

(a) The What Benefit Is Payable section on the AD&D page(s) is revised, as follows:

<u>What Benefit Is Payable</u> The benefit payable for a Covered Loss is the applicable percentage of the Principal Sum in force for the COVERED PERSON on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 30 days after receipt of satisfactory proof. If settlement is made after the first 30 days after receipt of satisfactory proof of death, the settlement shall include interest from the 30<sup>th</sup> day until settlement. Interest shall be paid at the discount rate on a 90-day commercial paper in effect at the Ninth District Federal Reserve Bank at the time of proof of death. A single payment is made unless payment in installments has been elected in accordance with the Payment In Installments and Request Procedure sections.

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

**Claims Payment** The benefit is payable within 30 days after receipt of satisfactory proof of the covered loss. If settlement is made after the first 30 days after receipt of satisfactory proof of death, the settlement shall include interest from the 30<sup>th</sup> day until settlement. Interest shall be paid at the discount rate on a 90-day commercial paper in effect at the Ninth District Federal Reserve Bank at the time of proof of death.



# GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

#### POLICYHOLDER

POLICY NUMBER CONTRACT STATE TRUSTEE UNDER TRUST AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

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

North Carolina

Susan A. Theore

Theerles Antein

President

Secretary

#### **NORTH CAROLINA REGULATIONS**

The following applies to North Carolina residents:

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

# **IMPORTANT NOTICE TO INSURANCE FIDUCIARIES**

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

2. For the purpose of adding important cancellation information, the following is added to the Policy and Certificate face pages:

## IMPORTANT CANCELLATION INFORMATION - PLEASE READ THE "WHEN INSURANCE ENDS" PAGE.

3. For the purpose of notifying the insured that another state's laws may govern the policy, the following is added to the Certificate face page:

## **READ YOUR CERTIFICATE CAREFULLY**

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

4. For the purpose of adding a statement that the policy is a legal contract between the Policyholder and New York Life, the following is added to the face page of the Policy:

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

5. For the purpose of providing notice to persons eligible for Medicare, the following is added to the face page of the Certificate:

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE.** If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company.

6. For the purpose of deleting the statement "it is not a contract of insurance", the Certificate item on the Important Notice page of the Certificate is revised as follows:

<u>Certificate</u> The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. 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 MEMBER should contact New York Life with questions regarding insurance.

#### NORTH CAROLINA REGULATIONS (continued)

7. For the purpose of extending the time frame for submitting proof of loss, The For The Benefit To Be Paid Section of the AD&D Insurance page(s) and the Proof of Loss section of the Claims provision on the General Provision page(s) of the Policy and the Important Notice page(s) of the Certificate are replaced by the following:

**For The Benefit To Be Paid** For a Covered Loss to be paid, New York Life must: (a) receive satisfactory proof of the COVERED PERSON'S loss within 91 days after such loss. If it is not possible to give proof within such 91 day period, it must be given as soon as reasonably possible; and (b) determine that the loss is a Covered Loss.

**Proof Of Loss** New York Life must receive satisfactory proof of the loss within 91 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.

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

**Notice Of Claim** The claimant must write to the New York Life or its authorized agent about a claim within 30 days after the occurrence of any loss covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

- 9. For the purpose of providing that readjustment of the rate of Premium after the first year shall not be made more frequently than once every six months, Item (1) of the New York Life's Rights section on the Premium page(s) of the Policy is replaced by the following:
  - 1. PREMIUM DATE after the Policy has been in force for one year, but not more than once every six months. New York Life will mail or deliver a written notice to the Policyholder at least 90 days before the date such change is to take effect.



# GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

#### POLICYHOLDER

# POLICY NUMBER CONTRACT STATE

TRUSTEE UNDER TRUST AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of July 1, 2010 or the INSURED MEMBER'S CERTIFICATE EFFECTIVE DATE, as follows:

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

North Dakota

Susan A. Theore

Theerloo Antei

President

Secretary

## NORTH DAKOTA REGULATIONS

The following applies to North Dakota residents:

1. For the purpose of extending the time period during which a claimant can start any legal action, the Legal Action section of the Claims provision on the General Provisions page(s) of the Policy and Important Notice page(s) of the Certificate is replaced by the following:

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

2. For the purpose of extending the eligibility ages for an ELIGIBLE CHILD, the definitions of MAXIMUM ELIGIBILITY AGE and TERMINATION AGE DATE on the Definitions page(s) are replaced by the following:

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 69; ELIGIBLE SPOUSE, through age 69; or ELIGIBLE CHILD, through age 21, or through age 25 if a full-time student.

**TERMINATION AGE DATE** means the date insurance for an INSURED CHILD ends due to his or her attainment of the stated AGE on the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 22, or if the child is a full-time student, reaches AGE 26, or any other age up to AGE 26 if the child is no longer a full-time student.



# GROUP INSURANCE CERTIFICATE RIDER

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#### POLICYHOLDER

POLICY NUMBER CONTRACT STATE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

TRUSTEE UNDER TRUST AGREEMENT WITH THE

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of July 1, 2010 or the INSURED MEMBER'S CERTIFICATE EFFECTIVE DATE, as follows:

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

Ohio

Susan A. Theore Secretary

Theerboo A Main

President

# **OHIO REGULATIONS**

The following applies to Ohio Residents:

The Drug Exclusion on the AD&D Insurance page is deleted in its entirety.



# GROUP INSURANCE CERTIFICATE RIDER

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#### POLICYHOLDER

POLICY NUMBER CONTRACT STATE TRUSTEE UNDER TRUST AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of July 1, 2010 or the INSURED MEMBER'S CERTIFICATE EFFECTIVE DATE, as follows:

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

Oklahoma

Susan A. Theore Secretary

Theoleo Antei

President

# **OKLAHOMA REGULATIONS**

The following applies to Oklahoma Residents:

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

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

2. For the purpose of deleting reference to armed conflict, the War Conditions exclusion in the Exclusions section of the AD&D Insurance page(s) is replaced by the following:

**War Conditions** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S engagement in any of the following in a role other than as a victim: (a) in war, or (b) an act of war, while serving in the military or any auxiliary unit attached thereto.

- 3. For the purpose of allowing coverage to continue for an INSURED CHILD regardless of whether he/she gets married or he/she no longer relies on the insured for financial support, item 6. on the When Insurance Ends page(s) is replaced by the following:
  - 6. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) reaches the TERMINATION AGE DATE; or (b) becomes an INSURED MEMBER;
- 4. For the purpose of providing coverage from birth and extending the limiting age for a child, item 2. of the ELIGIBLE DEPENDENT definition is revised and the MAXIMUM ELIGIBILITY AGE and TERMINATION AGE DATE definitions have been replaced as follows:
  - 2. natural child, stepchild, or adopted child, who:
    - a. is not married;
    - b. with respect to the stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, or adopted child is substantially dependent upon the family for support;
    - c. has not exceeded the MAXIMUM ELIGIBILITY AGE;
    - d. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children;
    - e. is not an ELIGIBLE MEMBER; and
    - f. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent.

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 69; ELIGIBLE SPOUSE, through age 69; or ELIGIBLE CHILD, to age 21, or 21 years or older if attending an educational institution.

**TERMINATION AGE DATE** means the date insurance for an INSURED CHILD ends due to his or her attainment of the stated AGE: the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 21, or if AGE 21 or older, the age when the child is no longer attending an educational institution.



# GROUP INSURANCE CERTIFICATE RIDER

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## POLICYHOLDER

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

South Carolina

Susan A. Theore

Theoleo Antei

President

Secretary

### SOUTH CAROLINA REGULATIONS

The following applies to South Carolina residents:

For the purpose of extending the time period during which a claimant can start any legal action, the Legal Action section of the Claims provision on the General Provisions page(s) of the Policy and Important Notice page(s) of the Certificate is replaced by the following:

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



# GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

## POLICYHOLDER

POLICY NUMBER CONTRACT STATE TRUSTEE UNDER TRUST AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of July 1, 2010 or the INSURED MEMBER'S CERTIFICATE EFFECTIVE DATE, as follows:

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

South Dakota

Susan A. Theore Secretary

Theoleo Antei

President

Secture

### SOUTH DAKOTA REGULATIONS

The following applies to South Dakota residents:

1. For the purpose of only excluding a loss occurring during the commission of a felony, the Crime/Illegal Occupation/Illegal Activity exclusion on the AD&D Insurance page(s) is revised as follows:

**Crime/Illegal Occupation/Illegal Activity** – A loss that occurs during the COVERED PERSON'S commission of a felony.

- 2. The Drug Exclusion on the AD&D Insurance page(s) is deleted in its entirety.
- 3. For the purpose of only excluding while sane, the Self-Inflicted Injury/Suicide exclusion on the AD&D Insurance page(s) is revised as follows:

**Self-Inflicted Injury/Suicide** - A loss that: (a) is due to or is related to: (1) suicide; (2) an attempt at suicide; or (3) an intentional self-inflicted injury; (b) occurs during an attempt at suicide; or (c) occurs while intentionally injuring oneself; while the COVERED PERSON is sane.



# GROUP INSURANCE CERTIFICATE RIDER

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#### POLICYHOLDER

POLICY NUMBER CONTRACT STATE TRUSTEE UNDER TRUST AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of July 1, 2010 or the INSURED MEMBER'S CERTIFICATE EFFECTIVE DATE, as follows:

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

Texas

Susan A. Theore Secretary

Theoleo Antei

President

The following applies to Texas residents:

1. For the purpose of deleting the words "descent from", the Air Travel item in the Exclusions section of the AD&D Insurance page(s) is replaced by the following:

Air Travel - A loss that occurs during or is a direct result of the COVERED PERSON'S travel in, travel on or fall from any aircraft while such aircraft is in flight, unless the COVERED PERSON is traveling solely as a passenger.

2. For the purpose of extending the time frame for submitting proof of loss, The For The Benefit To Be Paid Section of the AD&D Insurance page(s) and the Proof of Loss section of the Claims provision on the General Provision page(s) of the Policy and the Important Notice page(s) of the Certificate are replaced by the following:

**For The Benefit To Be Paid** For a Covered Loss to be paid, New York Life must: (a) receive satisfactory proof of the COVERED PERSON'S loss within 91 days after such loss. If it is not possible to give proof within such 91 day period, it must be given as soon as reasonably possible; and (b) determine that the loss is a Covered Loss.

**Proof Of Loss** New York Life must receive satisfactory proof of the loss within 91 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.

- 3. The Repatriation Benefit on the AD&D Insurance page is deleted in its entirety.
- 4. For the purpose of prohibiting assignability, the Transfer of Ownership section of the AD&D Insurance page(s) is replaced by the following:

**Non-Assignability** An INSURED MEMBER'S insurance under the Policy is non-assignable.

- 5. For the purpose of allowing coverage to continue for an INSURED CHILD regardless of whether he/she no longer relies on the insured for financial support, item 6. on the When Insurance Ends page(s) is replaced by the following:
  - 6. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) reaches the TERMINATION AGE DATE; (b) marries; or (c) becomes an INSURED MEMBER.

G-18700-1 GMR-TX

6. For the purpose of limiting the number of times New York Life may require proof that a child remains handicapped, the Handicapped Child Benefit on the Continuance page is replaced by the following:

**Handicapped Child Benefit** Insurance in force will continue for an INSURED CHILD who has: (a) reached the TERMINATION AGE DATE and (b) a Handicap ("Handicap" means a physical or mental disability which: (1) renders the INSURED CHILD incapable of self-sustaining employment; and (2) requires dependency on the INSURED MEMBER or other care provider(s) for support or, in the event of the INSURED MEMBER'S death, on the family or other care provider(s) for support); if:

- 1. New York Life receives satisfactory proof of such Handicap within 31 days after the date such child's insurance would otherwise have ended due to reaching the TERMINATION AGE DATE; and
- 2. the CONTRIBUTION is paid.

The benefit will end on the earliest of the following:

- 1. the last day of the INSURANCE PERIOD during which such child is no longer so Handicapped;
- 2. the date New York Life does not receive the required proof that such child remains Handicapped as required by New York Life but no more frequently than annually after the second anniversary of the date the child attains limiting age; or
- 3. the date insurance would otherwise end as stated on the When Insurance Ends page(s).
- 7. For the purpose of clarifying New York Life's responsibilities in the payment of claims, the following items are added to the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate:

Acknowledgement Within 15 days of receipt of satisfactory proof of loss New York Life will: 1) acknowledge receipt of the claim; 2) commence any investigation of the claim; and 3) request from the claimant all items, statements, and forms that New York Life reasonably believes, at that time, will be required from the claimant.

Acceptance or Rejection Within 15 days of receipt of all items, statements, and forms required by New York Life, needed to secure final proof of loss, New York Life shall notify the claimant in writing of the acceptance or rejection of the claim. If New York Life rejects the claim, the claimant will be notified of the reasons for rejection. If New York Life is unable to accept or reject the claim, the claimant will be notified of the reasons New York Life needs additional time to accept of reject a claim. Not later than 45 days after New York Life notifies the claimant that they are unable to accept or reject the claim, New York Life will either accept or reject the claim.

8. For the purpose of limiting the number of times New York Life may examine a person for whom claim is made, and defining the person capable of the examination, the Examination section on the General Provisions page(s) of Policy and the Important Notice page(s) in the Certificate is revised as follows:

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

- 1. have a person, for whom claim is made, examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending; but not more than once in a three-month period; and/or
- 2. in the event of loss of life: (a) request an autopsy where it is not forbidden by law or religious belief; and/or (b) examine the medical records of the deceased; to determine the cause of the loss.

For purposes of this provision, New York Life will consider any person who is a licensed medical practitioner whose services are required to be covered by law and who renders such services within the scope of his or her license to be acceptable as a doctor or physician capable of such examination. If there is a conflict in opinion between a COVERED PERSON'S doctor or physician and New York Life's doctor or physician to substantiate any claim under the Policy, the New York Life Claims Department will investigate the issue so that it can be resolved as fairly as possible

- 9. For the purposes of insuring a child from birth, adding a grandchild to the ELIGIBLE DEPENDENT definition, and deleting the financial dependency requirement, item 2. of the Class 1 portion of the ELIGIBLE DEPENDENT definition on the Definitions page is revised as follows:
  - 2. natural child, stepchild, adopted child or grandchild, who:
    - a. is not married;
    - b. with respect to the grandchild, is considered a dependent of the APPLICANT for federal income tax purposes;
    - c. has not exceeded the MAXIMUM ELIGIBILITY AGE;
    - d. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children;
    - e. is not an ELIGIBLE MEMBER; and
    - f. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent.
- 10. For the purposes of providing AD&D Insurance for a child for whom the insured is a party in a suit for adoption of such child, the following replaces the fifth paragraph of the ELIGIBLE DEPENDENT definition on the Definitions page(s):

References to an adopted child considers a child to be the child of an insured on the date the insured becomes a party to a suit in which the insured seeks to adopt the child.

- 11. For the purpose of raising the DEPENDENT CHILD age:
  - (a) the definition of MAXIMUM ELIGIBILITY AGE on the Definitions page(s) is replaced by the following:

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 69; ELIGIBLE SPOUSE, through age 69; or ELIGIBLE CHILD, through age 24, or through age 25 if a full-time student.

(b) the definition of TERMINATION AGE DATE on the Definitions page(s) is replaced by the following:

**TERMINATION AGE DATE** means the date insurance for an INSURED CHILD ends due to his or her attainment of the stated AGE: the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 25, or reaches AGE 26 if a full-time student.

12. For the purpose of adding "in the absence of fraud" language, the Insurance On Covered Persons item on the Incontestability section on the General Provisions page(s) of the Policy and the Incontestability section on the Important Notice page(s) of the Certificate is replaced by the following:

**Incontestability** Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any insurance on a COVERED PERSON after it has been in force for two years prior to the contest under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements, in the absence of fraud, are representations, not warranties. The time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year contestable period has elapsed.

13. For the purpose of adding the words "subject to the Policyholder Grace Period as stated on the General Provisions page(s)", the definition of PREMIUM DATE on the Definitions page(s) of the Policy is revised as follows:

**PREMIUM DATE** means the following dates on or before which the Policyholder must pay the PREMIUM to New York Life, for:

- 1. the first PREMIUM, the Effective Date; and
- 2. each later PREMIUM until termination of insurance under the Policy, each RENEWAL DATE.

If the PREMIUM is not received by New York Life on or before the PREMIUM DATE, the Policy will be in default, subject to the Policyholder Grace Period as stated on the General Provisions page(s) of the Policy, unless New York Life has notified the Policyholder in writing before the PREMIUM DATE that it is waiving this provision for all or any part of the PREMIUM due on a PREMIUM DATE.

14. The third paragraph in the New York Life's Rights section on the Premium page(s) is deleted in its entirety.



# GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

## POLICYHOLDER

POLICY NUMBER CONTRACT STATE TRUSTEE UNDER TRUST AGREEMENT WITH THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC. G-18700-1 (the "Policy") DISTRICT OF COLUMBIA

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of July 1, 2010 or the INSURED MEMBER'S CERTIFICATE EFFECTIVE DATE, as follows:

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

Washington

Susan A. Theore Secretary

Theerloo Antei

President

### WASHINGTON REGULATIONS

The following applies to Washington residents:

1. For the purpose of limiting assignability to specific relatives, the Transfer of Ownership section of the AD&D Insurance page(s) is replaced by the following:

**Transfer Of Ownership** An INSURED MEMBER can transfer all incidents of ownership of his or her AD&D Insurance to his or her spouse, parents, or a trust for the benefit of any or all of them. The Policyholder agrees to accept CONTRIBUTIONS directly from the transferee. Except as stated in this section, an INSURED MEMBER'S insurance cannot be transferred or assigned.

- 2. For the purpose of limiting how often premium rates may be changed, item 1. of the New York Life's Rights section of the Premium page(s) of the Policy is replaced by the following:
  - 1. Anniversary Date based on the experience under the Policy. New York Life will mail or deliver a written notice to the Policyholder at least 90 days before the date such change is to take effect.



#### **GROUP INSURANCE CERTIFICATE RIDER**

to be attached to and made a part of the Certificate

#### POLICYHOLDER

# POLICY NUMBER CONTRACT STATE

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West Virginia

Susan A. Thigas

herles Adlant

President

Secretary

## WEST VIRGINIA REGULATIONS

The following applies to West Virginia residents:

For the purpose of deleting the words "cut or wound" and replacing it with "accidental injury", the Disease/Infirmity item of the Exclusion section on the AD&D page(s) is replaced by the following:

**Disease/Infirmity** - A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (a) accidental injury; or (2) accidental ingestion of contaminated material.



# GROUP INSURANCE CERTIFICATE RIDER

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## POLICYHOLDER

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Wisconsin

Susan A. Theore Secretary

Theoleo Antei

President

## WISCONSIN REGULATIONS

The following applies to Wisconsin residents:

#### KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

The Office Of Corporate Responsibility New York Life Insurance Company 51 Madison Avenue New York, New York 10010 Telephone Number: 1-800-792-9686

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by writing to:

Office of the Commissioner of Insurance Complaints Department P. O. Box 7873 Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or (608) 266-0103 in Madison, and request a complaint form.