

**Group Life  
Insurance Certificate**

**Saint John's University**



## IMPORTANT NOTICES

If you reside in one of the following states, please read the important notices below:

### **Arizona, Florida and Maryland residents:**

**The group policy is issued in the state of New York and will be governed by its laws. If you reside in a state other than New York, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.**

### **Washington Residents:**

**(In Accordance With WAC 284-23-610, 620, 650, 730)**

The accelerated life benefit in this policy does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

If an Insured receives payment of accelerated benefits from a life insurance policy, he or she may lose the right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for the Insured. We cannot give advice about this. The Insured may wish to obtain advice from a tax professional or an attorney before he or she decides to receive accelerated benefits under a life policy.



## **NOTICE**

**BENEFITS PAID UNDER THE TERMINAL ILLNESS BENEFIT PROVISION WILL REDUCE THE DEATH BENEFIT PAYABLE FOR LIFE INSURANCE.**

**BENEFITS PAYABLE UNDER THE TERMINAL ILLNESS BENEFIT PROVISION MAY BE TAXABLE. IF SO, THE INSURED OR THE INSURED'S BENEFICIARY MAY INCUR A TAX OBLIGATION. AS WITH ALL TAX MATTERS, AN INSURED SHOULD CONSULT WITH A PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT.**

**RECEIPT OF ACCELERATED BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS.**

**TERMINAL ILLNESS BENEFITS ARE NOT PAYABLE IF LIFE INSURANCE COVERAGE UNDER THIS POLICY IS NOT IN FORCE.**

TY-005198



## **CLAIM PAYMENT NOTICE**

### **MANNER OF PAYMENTS OF CLAIMS**

THE POLICYHOLDER AUTHORIZES THAT ANY BENEFIT PAYMENT DUE AS A LUMP SUM OF \$5,000 OR MORE SHALL BE CREDITED TO A DRAFT ACCOUNT WITH THE INSURANCE COMPANY, IN THE NAME OF THE CLAIMANT. THE CLAIMANT MAY WITHDRAW THE ENTIRE PROCEEDS AT ANY TIME BY ISSUING ONE OR MORE DRAFTS, OR MAY WITHDRAW LESSER AMOUNTS, SUBJECT TO A MINIMUM ACCOUNT BALANCE SET BY THE INSURANCE COMPANY FROM TIME TO TIME. INTEREST SHALL BE CREDITED TO SUCH ACCOUNT AT RATES AS DETERMINED FROM TIME TO TIME BY THE INSURANCE COMPANY.

### **DRAFT ACCOUNTS**

THE INSURANCE COMPANY SHALL BE ENTITLED TO RETAIN, AS PART OF ITS COMPENSATION, ANY EARNINGS ON DRAFT ACCOUNTS CREATED IN CONNECTION WITH BENEFIT CLAIMS, IN EXCESS OF INTEREST CREDITED UNDER THE TERMS OF THE POLICY.





## **FOREWORD**

Life insurance provides individuals and their families with financial protection. The Life Insurance Benefit described in this booklet will help secure your family's financial security in the event of your death.

The need for life insurance protection depends on individual circumstances and financial situations. A portion of the cost of this coverage is provided by your Employer. You may need to contribute to the remaining cost of coverage through payroll deduction so that your benefit program is more comprehensive and responsive to your needs.

The following pages describe the main provisions of the life insurance plan available to you.

Insurance benefits described in the following pages will apply to you if your Employer has made this coverage available to you at no cost or you have elected the benefit and authorized payroll deduction for the required premium.



**CIGNA LIFE INSURANCE COMPANY OF NEW YORK**  
140 EAST 45TH STREET  
NEW YORK, NY 10017-3144  
(800) 732-1603            TDD (800) 336-2485  
**A STOCK INSURANCE COMPANY**

**GROUP INSURANCE  
CERTIFICATE**

We, the CIGNA LIFE INSURANCE COMPANY OF NEW YORK, certify that we have issued a Group Policy, FLY-960512, to Saint John's University.

We certify that we insure all eligible persons, who are enrolled according to the terms of the Policy. Your coverage will begin and end according to the terms set forth in this certificate.

This certificate describes the benefits and basic provisions of your coverage. You should read it with care so you will understand your coverage.

This is not the insurance contract. It does not waive or alter any of the terms of the Policy. If questions arise, the Policy will govern. You may examine the Policy at the office of the Policyholder or the Administrator.

This certificate replaces any and all certificates which may have been issued to you in the past under the Policy.

*Nothing in this group policy will invalidate or impair the rights granted to holders of any certificates issued under this policy, under the terms of the certificate or by law.*

A handwritten signature in black ink, appearing to read "William J. Smith". The signature is written in a cursive style with a large initial "W" and a long, sweeping tail.

William J. Smith, President



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## SCHEDULE OF BENEFITS

**Policy Effective Date:** January 1, 2019

**Policy Anniversary Date:** January 1

**Policy Number:** FLY-960512

### Class Definition

You are eligible for insurance if you are a member of the class defined below.

All active, Full-time Employees of the Employer regularly working a minimum of 30 hours per week in the United States who are citizens or permanent resident aliens of the United States, excluding Employees classified as Administrators, Contract Faculty, or Law School Faculty.

### Your Eligibility Waiting Period

The Eligibility Waiting Period is the period of time you must be in Active Service to be eligible for coverage. It will be extended by the number of days you are not in Active Service.

If you were hired on or before the Policy Effective Date:

The first day of the calendar month coinciding with or next following date of hire.

If you were hired after the Policy Effective Date:

The first day of the calendar month coinciding with or next following date of hire.

The *Eligibility Waiting Period* does not apply if you are a former Employee rehired within 90 days after your termination date and you had satisfied the *Eligibility Waiting Period* prior to your termination date. If you did not fully satisfy the *Eligibility Waiting Period* prior to your termination date, credit will be given for any time that was satisfied.

## LIFE INSURANCE BENEFITS

If an Insured is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the first date the Insured is in Active Service on or after the date of the change in class.

### Employee Benefits

Basic Benefit	1 times your Annual Compensation
Minimum Benefit:	\$10,000
Guaranteed Issue Amount:	the lesser of 1 times Annual Compensation or \$75,000
Maximum Benefit:	the lesser of 1 times Annual Compensation or \$75,000

The Benefit Amount, Guaranteed Issue Amount and Maximum Benefit will be rounded to the nearest \$1,000, if not already a multiple thereof.

Basic Terminal Illness Benefit	You can elect up to 75% of Basic Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$56,250.
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Voluntary Benefit	1, 2, 3 or 4 times your Annual Compensation
Guaranteed Issue Amount:	the greater of a) or b) below: a) the lesser of 3 times Annual Compensation or \$300,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	the lesser of 4 times Annual Compensation or \$600,000
Benefit Level:	An amount equal to the difference between your current benefit option and the next higher benefit option.

The Benefit Amount, Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$1,000, if not already a multiple thereof.

Voluntary Terminal Illness Benefit	You can elect up to 75% of Voluntary Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$450,000.
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Age Based Reductions	When you are age 65 or older, your Life Insurance Benefit will reduce to the percentage shown below: 65% of the Life Insurance Benefit at age 65 50% of the Life Insurance Benefit at age 70
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Benefit reductions will be effective on the January 1 coinciding with or next following the Employee's attainment of age as specified in schedule above.

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#### Automatic Increase Feature

If your Voluntary Life Insurance Benefit is based on Annual Compensation, it will automatically increase. The amount of the increase may be up to \$25,000. It will automatically increase, subject to the conditions below.

#### Conditions for Automatic Increase:

1. the Employer provides the Insurance Company with the required notice of an increase in Annual Compensation; and
2. you are in Active Service on the effective date of the increase.

If you are not in Active Service on that date, your benefit will not increase until you return to Active Service.

You may stop the Automatic Increase Feature at any time. If you stop the feature, it may not be restarted at a later date.

An Automatic Increase will not start the two year contestability period (as described in the paragraph "Incontestability" under the General Provisions) anew.

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## Spouse Benefits

### Voluntary Benefit

Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) \$25,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Your Spouse's Life Insurance Benefits cannot exceed 100% of your Life Insurance Benefits.

Terminal Illness Benefit	The insured can elect up to 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.
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## Dependent Child Benefits

### Voluntary Benefit

Option 1	\$4,000 The Maximum Benefit for a Dependent Child who is less than 6 months old is \$500.
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All Dependent Child benefits are Guaranteed Issue.

### Annual Enrollment Period

#### *For Employees*

During an Annual Enrollment Period, if you are currently insured under the Voluntary Life Insurance portion of this Policy, you may increase your Voluntary Life Insurance Benefit 1 times annual compensation without satisfying the Insurability Requirement. If you are eligible for the Voluntary Life Insurance portion of this Policy but have not previously enrolled, you may become insured under the Policy 1 times annual compensation without satisfying the Insurability Requirement. Guaranteed Issue Amounts and Benefit Levels are shown above. Insurance will be effective on the Policy Anniversary following the Annual Enrollment Period.

You may increase coverage or become insured for a Benefit in excess of amounts described above, only if you satisfy the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Annual Enrollment Period or the date the Insurance Company agrees in writing to insure you.

### *For Spouses*

During an Annual Enrollment Period, you may elect coverage for your eligible Spouse. If your Spouse is currently insured under the Voluntary Life Insurance portion of this Policy, your Voluntary Life Insurance Benefit may be increased, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. If your Spouse is eligible for the Voluntary Life Insurance portion of this Policy but has not previously enrolled, your Spouse may become insured under the Policy for \$10,000 without satisfying the Insurability Requirement. Insurance will be effective on the Policy Anniversary following the Annual Enrollment Period.

Your Spouse may increase coverage or become insured for a Benefit in excess of amounts described above, only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Annual Enrollment Period or the date the Insurance Company agrees in writing to insure him or her.

Insurance Benefits for you, your Spouse and Dependent Children may be reduced at any time. A request for a Benefit reduction received during an Annual Enrollment Period will become effective on the Policy Anniversary following the Annual Enrollment Period. Any other Benefit reduction will be effective on the date the Insurance Company receives the completed change form.

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### Life Status Change

#### *For Employees*

Within 31 days after a Life Status Change, if you are currently insured under the Voluntary Life Insurance portion of this Policy you may increase your Voluntary Life Insurance Benefit 1 times annual compensation without satisfying the Insurability Requirement. If you are eligible for the Voluntary Life Insurance portion of this Policy and not previously enrolled may become insured under the Policy at 1 times annual compensation without satisfying the Insurability Requirement. Guaranteed Issue Amounts are shown above. Insurance will be effective on the first of the month following the Life Status Change.

You may increase coverage or become insured for a Benefit in excess of amounts described above, only if you satisfy the Insurability Requirement. Any excess amounts will be effective on the later of the first of the month following the Life Status Change or the date the Insurance Company agrees in writing to insure you.

Insurance Benefits for you may be reduced at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

*For Spouses*

Within 31 days after a Life Status Change, you may elect coverage for your eligible Spouse. If your Spouse is currently insured under the Voluntary Life Insurance portion of this Policy, your Voluntary Life Insurance Benefit may be increased, as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. If your Spouse is eligible for the Voluntary Life Insurance portion of this Policy but has not previously enrolled, your Spouse may become insured under the Policy as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Guaranteed Issue Amounts are shown above. Insurance will be effective on the first of the month following the Life Status Change.

Your Spouse's coverage may be increased, or your Spouse may become insured for a Benefit in excess of amounts described above, only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the later of the first of the month following the Life Status Change or the date the Insurance Company agrees in writing to insure him or her.

Insurance Benefits may be reduced at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

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**Former Employee Benefits**

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits allowable to you, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.  Any amount elected in excess of the Life Insurance Benefits in effect on the date you no longer qualify as an Employee will be effective on the date the Insurance Company agrees in writing to insure you.
Maximum Benefit Period	To Age 70.
Terminal Illness Benefit	You can elect up to 75% of Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$450,000.

**Spouse of Former Employee Benefits**

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits available to a Spouse.  Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date your employment with the Employer ends will be effective on the date we agree in writing to insure him or her.
Maximum Benefit Period	To Age 70.
Terminal Illness Benefit	The insured can elect up to 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

### **Former Spouse Benefits**

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits available to a Spouse.  Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse will be effective on the date we agree in writing to insure him or her.
Maximum Benefit Period	To Age 70
Terminal Illness Benefit	The insured can elect up to 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

### **Former Dependent Child Benefits**

Amount of Insurance	Units of \$25,000
Guaranteed Issue Amount:	\$25,000
Maximum Benefit:	\$50,000
Maximum Benefit Period	To Age 70

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## WHO IS ELIGIBLE

### Classes of Eligible Persons

A person may be insured only once under the Basic Life portion of the Policy even though he or she may be eligible under more than one class. A person may also be insured only once under the Voluntary Life portion of the Policy as an Employee, Spouse or Dependent Child, even though he or she may be eligible under more than one class.

An Employee who is the Spouse of another Employee may not be insured for Voluntary Life Insurance as both an Employee and as a Spouse at the same time.

Any Employee, who is eligible for Voluntary Life Insurance, will not be eligible to be insured as a Dependent Child of another Employee.

If an Employee is eligible and has enrolled as the Spouse of another Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as a Spouse, that Employee may, within 31 days, enroll for coverage as an Employee, in an amount equal to the lesser of (1) the amount of Spouse Voluntary Life Insurance terminating, or (2) the maximum amount of Employee Voluntary Life Insurance for which the Employee is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option. This provision shall be in lieu of the Policy's provisions, if any, regarding coverage changes following Life Status Changes.

If a Spouse is eligible and has enrolled for Voluntary Life Insurance as an Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as an Employee, the Spouse may, within 31 days, instead become enrolled as a Spouse of another Employee, in an amount equal to the lesser of (1) the amount of Employee Voluntary Life Insurance terminating, or (2) the Maximum Benefit Amount of Spouse Voluntary Life Insurance for which the Spouse is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option.

A Dependent Child of two or more Employees may only be insured once under the Policy. If an Employee who has elected to insure Dependent Children ceases to be eligible to do so, then the Employee's Spouse may, within 31 days, elect to insure Dependent Children, provided he or she is insured as an Employee. In all cases, "Dependent Child" shall be defined with respect to the Employee who has enrolled dependent children.

In all cases, amounts of insurance referred to in these provisions shall be determined before the application of any reductions in benefits due to age.

Any amount of Voluntary Life Insurance Coverage which cannot be continued under the above provisions may be subject to the Conversion Privilege.

**Employee**

If you qualify under the Class Definition shown in the Schedule of Benefits, you are eligible to be insured on the Policy Effective Date or the day after you complete the Eligibility Waiting Period, if later. The Eligibility Waiting Period will not apply if you are in Active Service on the Policy Effective Date and you satisfied the Eligibility Waiting Period, if any, of the Prior Plan. Credit will be given for any time you satisfied.

If you have previously converted your insurance under the Policy, you will not become eligible until your converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in your Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of insurance available to you.

Except as noted in the Reinstatement Provision, if you terminate coverage and later wish to reapply, or if you are a former Employee who is rehired after the time period shown for rehires under the Eligibility Waiting Period, a new Eligibility Waiting Period must be satisfied. You are not required to satisfy a new Eligibility Waiting Period, if insurance ends because you are no longer in a Class of Eligible Employees, but continue to be employed by the Employer, and within one year you become a member of an eligible class.

**Spouse**

Your Spouse is eligible to be insured on the date you are eligible or the date he or she becomes your Spouse, if later. You must be insured for Voluntary Life Insurance in order to elect spouse coverage.

For eligibility purposes, your Spouse must be a lawful Spouse and not legally separated from, divorced from, or widowed by you. He or she must be under age 70 to be eligible.

**Dependent Child**

Your Dependent Child is eligible to be insured on the date you are eligible or the date the child becomes a Dependent Child, if later.

In no event will a Dependent Child be eligible to be insured more than once under the Policy.

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**WHEN COVERAGE BEGINS**

You, your Spouse and Dependent Children will be insured for an amount not to exceed the Guaranteed Issue Amount on the date you become eligible, if you are not required to contribute to the cost of this insurance.

You and your Spouse will be insured for an amount that exceeds the Guaranteed Issue Amount on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

If you are required to contribute to the cost of this insurance, you may elect insurance for yourself, your Spouse and Dependent Children only by authorizing payroll deduction in a form approved by the Employer and us. The effective date of this insurance depends on the date and amount of insurance elected.

If you or your Spouse elect insurance in an amount that exceeds the Guaranteed Issue Amount or if your enrollment form is received more than 31 days after you become eligible to elect coverage, this insurance is effective on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date he or she qualifies as a Dependent Child.

If you are not in Active Service on the date insurance would otherwise go into effect, it will be effective on the date you return to Active Service.

If an eligible Spouse or Dependent Child is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
  2. confined to his or her home under the care of a Physician
- on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage. This does not apply to a Dependent Child who is age 6 months or less.

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### **Takeover Provision**

*Special Terms Applicable to Previously Insured Employees Not in Active Service and Their Dependents*

Coverage will not go into effect for you, or your Spouse and Dependent Children unless you are in Active Service on the date you would have first become eligible to be insured under this Policy.

However:

1. if you, and your Spouse or Dependent Children were insured under a Prior Plan on the date immediately prior to the date you would have first become eligible to be insured under this Policy and had satisfied the Active Service requirement, and
2. if you, your Spouse or Dependent Child die, we agree to provide a Death Benefit only equal to the lesser of:
  - a. the amount due under this Policy (had you satisfied the Active Service requirement), or
  - b. the amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:

1. the date you meet the Active Service requirements;
2. the date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the date you first become eligible under this Policy; or
4. the last day you, your Spouse or Dependent Children would have been covered under the Prior Plan if coverage under that plan for you, your Spouse or Dependent Children was still in force.

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## WHEN COVERAGE ENDS

Coverage will end on the earliest of the following dates:

1. the date you are eligible for coverage under a plan intended to replace this coverage;
2. the date we terminate the Policy;
3. the date you, your Spouse or Dependent Children are no longer in an eligible class;
4. the date coinciding with the end of the last period for which required premiums are paid;
5. the date you are no longer in Active Service;
6. for an Employee, Spouse or Dependent Child, the date the Employer cancels participation under the Policy;
7. for your Spouse, the date he or she reaches age 70; and
8. the date your coverage ends, for any insured Spouse or Dependent Child.

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## CONTINUATION OF INSURANCE

### **Continuation for Temporary Leave of Absence, Layoff, Sabbatical, Board-Approved Study for Advanced Degree, Board-Approved Work in Field Education or Research or Family Medical Leave**

If you are an Employee and your Active Service ends due to an Employer approved unpaid leave of absence, layoff or family medical leave, your insurance will continue if the required premium is paid.

In these circumstances, your insurance may continue as follows.

1. For an Employer approved unpaid leave of absence, up to 60 days.
2. For layoff, up to 60 days.
3. For Leave of Absence, up to 60 days.
4. For Sabbatical, up to 12 months.
5. For Board-Approved Study for Advanced Degree, up to 12 months.
6. For Board-Approved Work in Field Education or Research, up to 12 months.
7. For an Employer approved family medical leave, up to the later of the period of the approved FMLA leave or the leave period required by the laws of the state in which the Employee is employed.

### **Continuation for Disability for Employees over Age 60**

If you become Disabled while insured under the Policy and are age 60 or over, the Life Insurance Benefits shown in the Schedule of Benefits will be continued, provided premiums are paid, until the earlier of the following dates:

1. The date you are no longer Disabled.
2. The date you are Disabled for 12 consecutive months.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated by us.

In lieu of continuing coverage under this provision, the Conversion Privilege for Life Insurance is available to you on the date continued insurance ends, or at any time while Life Insurance Benefits are continued under this option.

### *Notice of Continuation Right*

The Insured must be notified of the right to continue the Life Insurance Benefits shown in the Schedule of Benefits within 15 days before or after an event that would otherwise result in the termination of the Life Insurance Benefits under the Policy. If notice is provided within that time, the Insured has 31 days after the event that would terminate Life Insurance Benefits under the Policy to exercise the continuation right.



If notice is given more than 15 days but less than 90 days after the event, the time period allowed for the exercise of the continuation right will be extended to 45 days after giving notice. If such notice is not given within 90 days after the event, the time allowed for the exercise of the continuation right expires at the end of 90 days.

Notice, for the purpose of this section, means written notice presented to the Insured by the Policyholder or mailed to the Insured's last known address as reported by the Policyholder.

#### *Amount of Insurance*

If you die while you are Disabled and coverage is continued under this provision, we will pay a Death Benefit equal to the amount in effect on the date you became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while coverage is continued under this provision. We will pay benefits only if due proof of your continuous Disability is received within one year (except in the absence of legal capacity) of the date of the loss.

“Disability”/“Disabled” means because of Injury or Sickness you are unable to perform all the material duties of your Regular Occupation; or are receiving disability benefits under the Employer’s plan.

“Regular Occupation” means the occupation you routinely perform at the time the Disability begins.

### **Extended Death Benefit with Waiver of Premium**

#### ***Extended Death Benefit***

If you become Disabled while insured under the Policy and are less than age 60, the Life Insurance Benefits shown in the Schedule of Benefits will be extended without premium payment. No waiting period is required before Life Insurance Benefits are extended. Coverage will be extended until the earlier of the following dates:

1. The date you are no longer Disabled.
2. The date you fail to qualify for Waiver of Premium or fail to provide proof of Disability as indicated under *Waiver of Premium*.

In lieu of continuing coverage under this provision, the Conversion Privilege for Life Insurance is available to you on the date continued insurance ends, or at any time while Life Insurance Benefits are continued under this option.

#### *Amount of Insurance*

If you die while you are Disabled and coverage is extended under this provision, we will pay a Death Benefit equal to the amount in effect on the date you became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. We will pay benefits only if due proof of your continuous Disability is received within one year (except in the absence of legal capacity) of the date of the loss.

“Disability”/“Disabled” means because of Injury or Sickness you are unable to perform all the material duties of your Regular Occupation; or are receiving disability benefits under the Employer’s plan.

“Regular Occupation” means the occupation you routinely perform at the time the Disability begins.

### ***Waiver of Premium***

If you submit satisfactory proof that you have been continuously Disabled for 9 months, coverage will be extended up to age 65. Premiums are not required during the Waiver Waiting Period. If the Insured is Disabled and dies during the Waiver Waiting Period, We will pay the Death Benefit in accordance with the *Amount of Insurance* paragraph in the *Extended Death Benefit* section above.

Such proof must be submitted to us no later than 3 months after the date the Waiver Waiting Period ends. Premiums will continue to be waived from the date we agree in writing to waive premiums for you.

After premiums have been waived for 12 months, they will be waived for future periods of 12 months, if you remain Disabled and submit satisfactory proof that Disability continues. Satisfactory proof must be submitted to us 3 months before the end of the 12-month period.

### ***Amount of Insurance***

If you die while you are Disabled and coverage is continued under this provision, we will pay a Death Benefit equal to the amount in effect on the date you became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. We will pay benefits only if due proof of your continuous Disability is received within one year (except in the absence of legal capacity) of the date of the loss.

### ***Termination of Waiver***

Your insurance will end on the earliest of the following dates.

1. The date you are no longer Disabled.
2. The date you refuse to submit to any physical examination required by us.
3. The last day of the 12-month period of Disability during which you fail to submit satisfactory proof of continued Disability.
4. To Age 65.

If the Policy is terminated while your coverage is being continued under *Waiver of Premium*, coverage will continue in accordance with the *Termination of Waiver* paragraph.

In lieu of continuing coverage under this provision, the Conversion Privilege for Life Insurance is available to the Insured on the date continued insurance ends, or at any time while Life Insurance Benefits are continued under this option. If the Insured converts his or her coverage prior to satisfying the Waiver Waiting Period and later qualifies for the Waiver of Premium Benefit under the Policy, he or she will be covered under the Policy provided the conversion policy is surrendered. If the conversion policy is rescinded, premiums paid for that policy will be refunded.

“Disability”/“Disabled” means because of Injury or Sickness you are unable to perform all the material duties of any occupation which you may reasonably be qualified based on education, training or experience.

TY-009755

## **Portability Options**

### *Continuation of Life Insurance for Employees*

If your employment ends prior to age 70, you may continue Life Insurance Benefits. Benefits will continue in an amount elected, subject to the Maximum Benefit allowable for Life Insurance Benefits in effect on the date you no longer qualify as an Employee. Any amount elected in excess of the Life Insurance Benefits in effect on the date you no longer qualify as an Employee will be effective on the date we agree in writing to insure you. Basic Life Insurance Benefits can only be continued to a Maximum of \$50,000. In lieu of continuation, the Conversion Privilege is available to the Employee on the date employment ends and at any time during the period his or her Life Insurance Benefits under the Policy continue under this option.

To continue insurance, you must submit an application to us and pay the required premium. If you continue insurance, you may also continue insurance for a Spouse or Dependent Child if they are covered under the Policy on the date insurance would otherwise end. If you do not elect to continue insurance within 62 days after your employment ends, you may not elect this insurance at a later date.

If you continue insurance in this manner you will become a Former Employee. A Spouse whose insurance is continued will become a Spouse of a Former Employee. Insurance under this provision will be effective on the first of the month following the date your insurance as an Employee ends, provided we receive your completed application and the required premium is paid.

If, as a Former Employee, you later acquire a Spouse or Dependent Child, you may elect insurance for them by submitting an application to us and paying the required premium. Insurance for a Spouse or Dependent Child of a Former Employee not in effect on the date your employment with the Employer ends, will be effective on the date we agree in writing to insure them. We may require your Spouse or Dependent Child to satisfy the Insurability Requirement before we agree to insure him or her.

### *Continuation of Life Insurance for Spouses*

If a Spouse is legally divorced from, or widowed by, an insured Employee or Former Employee prior to age 70, he or she may continue Life Insurance Benefits. Benefits will continue in an amount elected, subject to the Maximum Benefit allowable for Life Insurance Benefits. Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse will be effective on the date we agree in writing to insure him or her. In lieu of continuation, the Conversion Privilege is available to the Spouse on the date the event occurs, and at any time during the period his or her Life Insurance Benefits under the Policy continue under this option.

To continue insurance, the Spouse must submit an application to us and pay the required premium. If a Spouse continues insurance, he or she may also continue insurance for a Dependent Child if the child is covered under the Policy on the date insurance would otherwise end. If a Spouse does not elect to continue insurance within 62 days after insurance ends, he or she may not elect this insurance at a later date.

A Spouse who continues insurance in this manner will become a Former Spouse and will be issued a separate certificate of insurance. Insurance will be effective on the first of the month following the date the Spouse's insurance otherwise ends, provided the Insurance Company receives the completed application and the required premium is paid.

### *Continuation of Life Insurance for Dependent Children*

If a Dependent Child is insured under the Policy and is at least 19 years of age, he or she may continue Life Insurance Benefits by electing an amount of insurance in units of \$25,000 up to a maximum benefit of \$50,000. In lieu of continuation, the Conversion Privilege is available to the Dependent Child at attainment of the limiting age and at any time during the period his or her Life Insurance Benefits under the Policy continue under this option.

To continue insurance, the Dependent Child must submit an application to us and pay the required premium. If the Dependent Child does not elect to continue coverage within 62 days after insurance ends, he or she may not elect this insurance at a later date.

A Dependent Child who continues insurance in this manner will become a Former Dependent Child and will be issued a separate certificate of insurance. Insurance under this provision will be effective on the following dates.

1. For any Guaranteed Issue Amount, the first of the month following the date the Dependent Child's insurance otherwise ends, provided we receive the completed application and required premium.
2. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date we agree in writing to insure him or her. We will require the Dependent Child to satisfy the Insurability Requirement before we agree to insure him or her.

### *Notice of Continuation Right*

The Insured must be notified of his or her right to continue this insurance within 31 days before or after an event that would otherwise result in termination or reduction in his or her group life insurance, but if notice is given more than 31 days but less than 105 days after the event, the time period allowed for the exercise of the continuation right shall be extended to 45 days after giving notice. If such notice is not given within 105 days after the event, the time allowed for the exercise of the continuation right expires at the end of 105 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Policyholder or mailed to the Insured's last known address as reported by the Policyholder.

### *Termination of Continued Insurance*

Insurance will end on the earliest of the following dates.

1. The date the Policy is terminated.
2. The date the Insurance Company cancels insurance for all members of the Insured's class.
3. The day after the end of the period for which premiums are paid.
4. For a Former Employee, or for the Spouse or Dependent Child of a Former Employee, the date he or she is age 70.

Also, insurance for any Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

On the date continued insurance ends, the Conversion Privilege for Life Insurance is available.

TY-005157-1

## **WHAT IS COVERED**

### **LIFE INSURANCE BENEFITS**

#### **Death Benefit**

If an Insured dies, we will pay the Life Insurance Benefit in force for that Insured on the date of his or her death. The Amount of Life Insurance is shown in the Schedule of Benefits.

TY-005164

**Accelerated Benefits**

Any benefits payable under this and under any similar Accelerated Benefits provision accelerated under a Prior Plan will reduce the Death Benefit payable for Life Insurance. We will deduct from any Death Benefit payable under this Policy, the amount of any similar accelerated benefit paid under a Prior Plan.

Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision, unless the Insured is determined by us not to be eligible for Accelerated Benefits.

**Accelerate Death Benefit**

We will pay an Accelerated Death Benefit to an Insured who due to an Injury or Sickness, has a prognosis of 12 months or less to live without reasonable prospect of recovery, as determined by us while insured under this provision.

The Accelerated Death Benefit is shown on the Schedule of Benefits.

A claim for a similar accelerated death benefit under a Prior Plan or group policy intended to replace this Policy shall be deemed payable until such time as it is finally determined not to be payable.

***Determination of Accelerated Death***

For the purpose of determining the existence of an Accelerated Death, we will require the Insured submit the following proof:

1. A written diagnosis and prognosis by a licensed Physician; and
2. Supportive evidence satisfactory to us, including but not limited to, radiological, histological or laboratory reports documenting the Accelerated Death.

We may require, at our expense, an examination of the Insured and a review of the documented evidence by a Physician of our choice.

Such proofs must be submitted to us within the period of time provided in the *Proof of Loss* section of the Policy. For purposes of this Benefit, the date of loss shall be the date of first prognosis of Accelerated Death.

"Accelerated Death" means that, due to an Injury or Sickness, the Insured has a prognosis of 12 months or less to live without reasonable prospect of recovery, as determined by us.

***Payment of Accelerated Death Benefit***

The Accelerated Death Benefit will be payable in accordance with the provisions of the *To Whom Payable* section of the Policy.

The Accelerated Death Benefit is payable only once under the Policy in an Insured's lifetime.

***Conditions Applicable to Coverage***

Unless the Insured qualifies for waiver of premium, premium payments must continue to be paid on the full amount of group life insurance, including during any Continuation of Insurance under the Policy, in accordance with the *Premium* section in the *Administrative Provisions*.

The amount of Life Insurance which may be converted under the *Conversion Privilege* cannot exceed the amount of the reduced death benefit payable under the Policy.

Before an Accelerated Death Benefit is paid in a Community Property state, we may require the written consent of the Insured's Spouse.

### ***Exclusions Applicable to the Accelerated Death Benefit***

An Accelerated Death Benefit will not be payable:

1. for any intentionally self-inflicted Injury or Sickness, or suicide attempt;
2. if the Insured's coverage ends under the *When Coverage Ends* provision prior to the prognosis of Accelerated Death;
3. if the required premium is due and unpaid;
4. if this Policy terminates prior to the prognosis of Accelerated Death;
5. if you or the Insured is only provided coverage under the Takeover provision of the Policy (Employees Not in Active Service on the Policy Effective Date); or
6. if the date of first prognosis of Accelerated Death occurs more than 12 months before the submission of the Accelerated Death claim.

TY-005171-1

## **CONVERSION PRIVILEGE**

### **Who May Convert**

An Insured Employee may apply for a conversion policy of life insurance for him or herself and for such spouse and children of such Employee as are then insured by the Policy if his or her term life insurance ends for any reason, except loss of insurance for non-payment of premium. An Insured Employee may also apply if his or her life insurance benefit is reduced due to a change in age, class or the Policy. An Insured Employee may not apply for a conversion policy for amounts reduced due to payment of an Accelerated Benefit. Conversion life insurance will not provide accident, disability or other benefits. If the Employee's life insurance is continued under a Life Insurance Portability Option of the Policy, he or she may apply for a life insurance conversion at any time while coverage is continued. Insurance continued under a Life Insurance Portability Option of the Policy will end when the life insurance conversion becomes effective.

An Insured Spouse may apply for a conversion policy of life insurance for him or herself and for such children of such Employee as are then insured by the Policy if either of the following occurs.

1. His or her term life insurance under the Policy ends or reduces at the death of the Insured Employee.
2. His or her term life insurance under the Policy ends due to the divorce from, or annulment of, his or her marriage to the Employee.

An Insured Dependent Child may apply for a conversion policy of life insurance if:

1. His/her life insurance under the Policy ends or reduces due to his or her attainment of the limiting age.
2. His or her coverage ends due to the divorce of, or annulment of, the marriage of the Employee and the Employee's Spouse, or former Spouse. This item does not apply if the Employee's Spouse or former Spouse, converts the Dependent Child's coverage.

Any such conversion is subject to the provisions that follow.

**Availability:** The conversion insurance may be a type of life insurance currently being offered by the Insurance Company at the Insured's age. It may not be term insurance with the exceptions that follow.

### **Exceptions for Conversion to Term Life**

1. life insurance ends for loss of employment due to the person's total and permanent disability.
2. the first year after his or her insurance under the Policy ends, or if. For that year, he or she may elect term insurance to precede the permanent plan.

If the Insurance Company does not have an individual life insurance form which meets the requirements of this privilege, it will offer an individual life insurance policy of Connecticut General Life Insurance Company that does meet such requirements.

The amount that may be converted may not be greater than the amount determined by the following:

**For conversion due to a change in age, in class or in the Policy:** the amount by which the Insured Person's Life Insurance Benefits under the Policy is most recently reduced.

**For conversion due to loss of life insurance due to amendment of the Policy, or to the end of the Policy:** the amount of such person's life insurance protection in effect immediately before the date the Policy is amended or ends, less the amount of any group life insurance that is replaced by the same or another insurer within forty-five days after group life insurance protection under the Policy ends.

**For conversion for all other reasons:** an amount equal to the amount of the person's protection under such group insurance policy at the time of such termination. This amount may be reduced by the amount of any life insurance which is replaced with the same or another insurer within forty-five days after group life insurance protection under the Policy ends due to the employee's loss of employment due to his or her total and permanent disability.

The converted insurance will be issued only if it is applied for and the premium paid within 62-days after insurance ends or is reduced. Conversion life insurance will not provide accident, disability or other benefits. Evidence of Insurability is not required. Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

The conversion coverage will not exclude suicide occurring more than two years after the effective date of the person's coverage under this group policy.

### **Effective Date of Conversion Policy**

Conversion insurance will become effective on the 31st day after the date coverage under the Policy is reduced or ends if, by that 31<sup>st</sup> day, the application has been received by the Insurance Company and the required premium is paid. If the Insured dies during this 31 day period, the amount of life insurance which could have been converted will be paid under the Policy regardless of whether the person applied for a conversion insurance. If a conversion policy is issued, it will be in exchange for any benefits payable for that amount of insurance under the Policy.

## **Extension of Conversion Period**

If an Insured is eligible for conversion insurance and is not notified of this right within 31 days before or after an event that results in the end or reduction of his or her group life insurance, the conversion period will be extended. The Insured will have 45 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 105 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, the amount of life insurance which could have been converted will be paid under the Policy regardless of whether he or she applied for the conversion insurance. If the Insured's application for conversion insurance is received by the Insurance Company and the required premium is paid during the extended conversion period, Life Insurance Benefits will be payable under the conversion insurance.

TY-005173-2

## **LIFE INSURANCE EXCLUSIONS**

If you commit suicide within 2 years from the date insurance under the Policy becomes effective, your Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on your behalf.

Except for any amount in excess of the Prior Plan's benefits, this exclusion will not apply to anyone covered under the Prior Plan for more than two years. If you were not insured for two years under the Prior Plan, credit will be given for the time you were insured.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to you if you were covered under the Prior Plan for more than two years. If you were not insured for two years under the Prior Plan, credit will be given for the time you were insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under your certificate, no refund of premiums will be paid.

TY-005175

## **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice or notice by any other electronic or telephonic means authorized by us, must be given to us after a covered loss occurs or begins, or as soon as reasonably possible. If this notice is not given within a reasonable amount of time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Written notice can be given at our home office in New York, New York or to our agent. Notice should include the Policyholder's name and policy number and the Insured's name and address.

Written notice of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as reasonably possible.

### **Claim Forms**

When we receive the notice of claim, we will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by us, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof or proof by any other electronic or telephonic means authorized by us, of the nature and extent of the loss.



**Claimant Cooperation Provision**

If you fail to cooperate with us in our administration of your claim, we may terminate the claim. A claimant will be required to provide any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Insurance Data**

The Employer is required to cooperate with us in the review of claims and applications for coverage. Any information we provide to the Employer in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

**Proof of Loss**

Written proof of loss, or proof by any other electronic/telephonic means authorized by us, for Accelerated Benefits must be furnished as soon as reasonably possible after the date of diagnosis. This proof must describe the occurrence, character and extent of the diagnosis for which claim is made.

In case of claim for any other loss, written proof or notice by any other electronic or telephonic means authorized by us, of loss must be given to us as soon as reasonably possible after the date of the loss for which a claim is made.

We will not deny or reduce any claim if it: 1) is not reasonably possible to furnish the required proof within that period; and 2) is shown that such proof of loss was given as soon as was reasonably possible.

**Time of Payment**

Any benefits due under the Policy for a loss, other than a loss for which the Policy provides installments, will be paid immediately upon receipt of due written proof of loss or proof by any other electronic/telephonic means authorized by us.

**To Whom Payable**

Death benefits for you will be paid to the beneficiary named in our records, if any, at the time of payment. If there is no named beneficiary or surviving beneficiary, or if you die while Disability Benefits are payable to you, we may, at our option, make direct payment to any of the following:

1. spouse of the Insured;
2. child or children of the Insured;
3. parents of the Insured;
4. sisters or brothers of the Insured; or
5. the estate of the Insured.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance Benefits, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$500 at the Insured's death to a person appearing to us to be equitably entitled by reason of having incurred expenses on behalf of the Insured for his or her burial. This good faith payment satisfies our legal duty to the extent of that payment. Any other accrued benefits which are unpaid at the Insured's death may, at our option, be paid either to the Insured's beneficiary or to the Insured's estate. We may reduce the amount payable by any indebtedness due.

All other proceeds payable under the Policy, unless otherwise stated in the Policy, will be payable to the Insured.

**Change of Beneficiary**

You may change your beneficiary at any time by giving us written notice or notice by any other electronic or telephonic means authorized by us. The beneficiary's consent is not required for this or any other change which you may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the request form is received by us. When the request form is received, it will take effect as of the date of the form. If you die before the request form is received, we will not be liable for any payment that was made before receipt of the request form.

**Physical Examination and Autopsy**

We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our expense, require an autopsy unless prohibited by law.

**Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic or telephonic means authorized by us, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

**Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which you live when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

**Physician/Patient Relationship**

You have the right to choose any Physician who is practicing legally. We will in no way disturb the Physician/patient relationship.

TY-005178-1

**ADMINISTRATIVE PROVISIONS****Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If an Insured's coverage amount is reduced due to acceleration of a Death Benefit, premium will be based on the amount of coverage in force on the day before the reduction took place. If the Insured's coverage amount is reduced due to his or her attained age, premium will be based on the amount of coverage in force on the day after the reduction took place.

**Your Grace Period**

If your required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

### **Reinstatement of Insurance**

Your insurance may be reinstated if your insurance ends because you are on an unpaid leave of absence.

Your insurance may be reinstated only if reinstatement occurs within five years from the date your insurance ends. For your insurance to be reinstated all of the following conditions must be met.

1. You must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. A written request, or a request by any other telephonic or electronic means authorized by the Employer and the Insurance Company, for reinstatement must be received by us within 31 days from the date you return to Active Service.
4. The Insurability Requirement, if any, is satisfied.

Your reinstated insurance is effective on the date you return to Active Service if the required premium is paid. If you did not fully satisfy your Eligibility Waiting Period before your insurance ended, you will receive credit for any time that was satisfied.

TY-005180-1

## **GENERAL PROVISIONS**

### **Entire Contract**

The Policy, the application of the Policyholder (a copy of which is attached at issue), the Policyholder endorsements, riders, certificate and attached papers constitute the entire contract between the parties. If an application of any Employee is required, it may also be made a part of this contract, at our option. Nothing in this Policy will invalidate or impair the rights granted to any certificateholders by their certificates or by law.

### **Incontestability**

All statements made by the Policyholder, or by an Employee are deemed representations and not warranties. No statement will cause us to deny or reduce benefits or be used as a defense to a claim, unless a copy of the written instrument, signed by the claimant, containing the statement is, or has been, furnished to such person while such person is still living. In the event of his death or legal incapacity, the beneficiary or representative must receive a copy. After two years from the Employee's effective date of insurance, no such statement will cause insurance to be contested except for non-payment of premium. This also applies to any added or increased benefits, from the effective date of the addition or increase in benefits.

### **Misstatement of Age**

If your age has been misstated, we will adjust all benefits to the amounts that would have been purchased for the correct age.

### **Misstatement of Smoker Status**

**SMOKER STATEMENT:** If an Insured misstates his or her status as a non-Smoker an adjustment in premium will be made to reflect a Smoker's rate. If an Insured has misstated his or her status as a non-Smoker and he or she dies, the Life Insurance Benefit will be reduced to the amount of insurance, which the premium would have purchased had the Insured correctly stated his or her status.

### **Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance.

**Assignment**

The Insurance Company will not be affected by any assignment of your certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. We do not assume responsibility for the validity or sufficiency of an assignment. An assignment of the certificate will operate so long as the assignment remains in force. To the extent provided under the terms of the assignment, an assignment will transfer all rights and obligations of the Insured, or of the owner if other than the Employee.

This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where it is contrary to law.

**Conformity with State Statutes**

Any provision of the Policy in conflict on the Policy Effective Date with the laws of the state where the Policy is delivered is amended to conform to the minimum requirements of such laws.

**Male Pronoun**

The male pronoun as used herein will be deemed to include the female.

**Clerical Error**

Your coverage will not be affected by error or delay in keeping records of insurance under the Policy. If such an error or delay is found, the premium will be adjusted fairly.

**Agency**

The Policyholder, Employer and plan administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

**Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

TY-005182-1

**DEFINITIONS**

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**Accident**

The term Accident means a sudden, unforeseeable external event that causes you bodily Injury and occurs while your coverage is in force under the Policy.

**Active Service**

If you are an Employee, you are in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. You are actively at work. This means you are performing your regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than disability or sick leave after 7 days.

You are considered in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

**Annual Compensation**

Annual Compensation means your annual wage or salary as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. It does not include amounts received as bonuses, commissions, overtime pay or other extra compensation. Annual Compensation is determined initially on the date you apply for coverage. A change in the amount of Annual Compensation is effective on the date of the change, if the Employer gives us written notice of the change and the required premium is paid.

**Annual Enrollment Period**

The period in each calendar year agreed upon by your Employer and us when you may enroll for, or change benefit elections, under the Policy.

**Dependent Child**

An unmarried child who meets the following requirements.

1. A child from live birth but less than 19 years old and primarily supported by you;
2. A child who is 19 or more years old but less than 26 years old and primarily supported by you;
3. A child who is 19 or more years old, primarily supported by you and incapable of self-sustaining employment by reason of mental or physical incapacity.

The term "child" means:

- a. your natural child;
- b. your legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of your Spouse provided the child is living with, and is financially dependent upon you;
- c. a stepchild born to your Spouse and who is living with and financially dependent upon you;
- d. a child for whom you are the court-appointed legal guardian and who resides with, and is financially dependent upon you.

**Employee**

For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees." Otherwise, you are an Employee if you are an employee of the Employer who is insured under the Policy.

**Employer**

The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Employer as actions of the Insurance Company.

**Full-time**

Full-time means the number of hours as a regular work day for full-time employees as described in the Classes of Eligible Employees.

**Injury**

Any bodily harm, including all related conditions and recurring symptoms of the injuries, that results directly or indirectly from an Accident and independently of all other causes.

**Insurability Requirement**

You will be considered to have satisfied the Insurability Requirement on the day we agree in writing to accept you as covered under the Policy. To determine a person's acceptability for insurance, we will require evidence of good health and may require it be provided at your own expense.

**Insurance Company**

The Insurance Company underwriting the Policy is CIGNA Life Insurance Company of New York. References to the Insurance Company have been changed to "we", "our", "ours", and "us" throughout the certificate.

**Insured**

You are an Insured if you are eligible for insurance under the Policy, insurance is elected for you, any applicable Insurability Requirement is met, the required premium is paid and your insurance is in force under the Policy.

**Life Status Change**

The following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of your spouse
5. Termination of your spouse's employment
6. A change in the benefit plan available to your spouse
7. A change in employment status for you or your spouse that affects your eligibility for benefits

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include you, your spouse, the immediate family (including parents, children, siblings, or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of you or your spouse, or a person living in your household.

**Policy Anniversary**

A Policy Anniversary is the date stated on the policy cover and the same date that follows every 12 months for as long the Policy is in effect.

**Policy Effective Date**

The Policy Effective Date is the date stated on the policy cover.

**Policyholder**

A Policyholder is an Employer who has applied for coverage under the policy for his eligible Employees and their Dependents.

**Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits to you, sponsored by the Employer and in effect directly prior to the Policy Effective Date. A Prior Plan will include the plan of an employer in effect on the day prior to that employer's addition to this policy.

To be covered under the Policy, required premium must be paid for all covered Employees.

**Sickness**

The term Sickness means a physical or mental illness. It also includes pregnancy.

**Smoker**

Smoker means a person who has smoked cigarettes, cigars or used a pipe or chewing tobacco, nicotine chewing gum or snuff during the twelve months prior to the date he or she applied for coverage.

**Spouse**

Your current lawful spouse under age 70.

**STATE MODIFYING PROVISIONS AMENDMENT RIDER**

Policyholder: Saint John's University  
Policy No. FLY-960512  
Amendment Effective Date: January 1, 2019

This amendment is attached to and made part of the Policy/Certificate specified above. Its provisions are intended to conform this Policy/Certificate to the laws of the state in which the insured resides.

The Policy delivered under the Group Policy are amended as follows:

**APPLICABLE TO CALIFORNIA RESIDENTS:**

**1. Conversion Privilege for Life Insurance**

Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

- a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
- b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
- c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
- d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

**NOTICE: FOR EMPLOYERS LOCATED IN CALIFORNIA, THEY MUST PROVIDE COVERAGE TO CALIFORNIA RESIDENTS WHO ARE IN A REGISTERED DOMESTIC PARTNERSHIP.**

**APPLICABLE TO FLORIDA RESIDENTS:**

The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

### **APPLICABLE TO MARYLAND RESIDENTS:**

The Group Insurance Policy was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

### **APPLICABLE TO MISSOURI RESIDENTS:**

#### Applicable to Voluntary Life Insurance Benefits

If an Insured commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

### **APPLICABLE TO NORTH DAKOTA RESIDENTS:**

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

### **APPLICABLE TO OREGON RESIDENTS:**

NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR OREGON RESIDENTS

### **APPLICABLE TO VERMONT RESIDENTS:**

To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and Civil Union Partners.

1. Civil Union Partner means:
  - a. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.
2. Spouse means:
  - a. "Lawful spouse" and includes a lawful spouse of the same sex.
  - b. This also includes a partner to a civil union recognized under Vermont Law.



## **APPLICABLE TO WASHINGTON RESIDENTS:**

1. The following *Continuation of Insurance* provision is added to the Policy:

### **Continuation of Life Coverage During Labor Disputes**

If an Employee's Active Service ends because of a Labor Dispute and his or her premium for Life Insurance Benefits under the Policy is paid either by the Employer, in whole or in part, or by the Employee through payroll deductions, then the Employee may continue his or her Life Insurance Benefits. The Employer will send written notice of the right to continue coverage to each insured Employee at his or her most recent address as on file with the Employer.

To continue coverage, the Employee must pay premiums directly to the Employer, who will remit the premiums to the Insurance Company. Premiums must be paid by the date they are due, subject to the 31 day grace period. Policy coverages and premiums will stay the same during a Labor Dispute; however, the Insurance Company may make normal changes in premium rates when the Policy is renewed, under the terms set forth in the Policy.

Coverage continued in this manner will end on the earliest of the following dates.

- a. The date the Labor Dispute has ended.
- b. The date coverage has been continued for 6 months.

If the Labor Dispute continues beyond 6 months, the Employee may apply for an individual insurance policy, as set forth in detail under "Conversion Privilege for Life Insurance."

"Labor Dispute," as used here, means a strike, lockout, or other labor dispute between the Employer and its Employees, during which time the Employee is not paid by the Employer.

2. If the Policy provides coverage to dependents, benefits for a Spouse or Dependent Child are limited to 100% of the insured Employee's coverage amount. Stand-alone Spouse and Dependent Child coverage (when Employee is not insured) is not permitted.
3. The *Suicide* Exclusion, if any, does not apply.
4. To the extent the policy includes *Accelerated Benefits*, the following resolution of disputes requirements are added to the Policy.
  - For Terminal Illness – *Determination of Terminal Illness*

In the event the Physician representing the Insurance Company disputes the existence of a Terminal Illness, and the dispute cannot be resolved, the Insured has the right to mediation and binding arbitration in accordance with Washington Administrative Code 284-23-730.

5. The *Incontestability Provision* is replaced as follows:

### **Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested.

6. If the term “*Accident*” is defined in the Policy, it is replaced by the following:

**Accident**

An Accident is a sudden, unforeseeable event that causes bodily Injury to an Insured while coverage is in force under the Policy.

7. If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

**Domestic Partner** means a person with whom the Employee has a registered domestic partnership under Washington state law which imposes legal obligations on the parties substantially similar to marriage.

8. **NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR WASHINGTON RESIDENTS**

Please refer to your Certificate of Insurance which describes the benefit provisions and limitations applicable to you as a resident of this state.

Signed for the  
**CIGNA Life Insurance Company of New York**

A handwritten signature in black ink, appearing to read "William J. Smith". The signature is written in a cursive style with a large, sweeping initial "W".

William J. Smith, President

**SUPPLEMENTAL INFORMATION  
for**

**St. John's University Welfare Benefit Plan ("Plan")**

**required by the Employee Retirement  
Income Security Act of 1974**

As a Plan participant in Saint John's University's Plan, you are entitled to certain information, rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).

The benefits described in your Certificate are provided under a group insurance Policy issued by the Insurance Company. The Policy is incorporated into the Plan. The Certificate, along with the following Supplemental Information, makes up the Summary Plan Description as required by ERISA.

**IMPORTANT INFORMATION ABOUT THE PLAN**

- The Plan is established and maintained by Saint John's University, the Plan Sponsor.
- The Employer Identification Number (EIN) is 11-1630830.
- The Plan Number is 502.
- The Insurance Plan is administered directly by the Plan Administrator with benefits provided, in accordance with the provisions of the group insurance contract, FLY-960512 ("Policy"), issued by CIGNA LIFE INSURANCE COMPANY OF NEW YORK ("Insurance Company").
- The Plan Administrator is:       Saint John's University  
  800 Utopia Parkway  
  Jamaica, NY 11439  
  718-990-6587
- The Plan Administrator has authority to control and manage the operation and administration of the Plan.
- The Plan Sponsor may terminate, suspend, withdraw or amend the Plan, in whole or in part, at any time, subject to the applicable provisions of the Policy. (Your rights upon termination or amendment of the Plan are set forth in your Certificate.)
- The agent for service of legal process is the Plan Administrator.
- The Plan of benefits is financed by the Employer and Employees.
- The date of the end of the Plan Year is December 31.

## **YOUR RIGHTS AS SET FORTH BY ERISA**

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

## **WHAT YOU SHOULD DO AND EXPECT IF YOU HAVE A CLAIM**

The Plan Administrator designates and names the Insurance Company the named fiduciary for deciding claims and appeals for benefits under the Plan. The Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company shall be final and binding on Participants and Beneficiaries to the full extent permitted by applicable law.

### **Claims for Disability Benefits** (applies to all claims filed on or after April 1, 2018)

A disability “claim” is any claim which requires a determination of disability by the Insurance Company regardless of the type of policy under which it arises (for example, short/long term disability, waiver of premium, etc.). A disability claim is “filed” as of the date the Insurance Company first receives, in writing (including electronically) or by telephone (through the Insurance Company’s intake department), notice that a claimant is seeking disability benefits under the Policy. The notice of claim received should provide the date of disability/loss, the claimant’s name and address, and the group Policy holder’s name and address. Properly filed claims will be decided with independence and impartiality.

The Insurance Company has 45 days from the date it receives a claim for disability benefits to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if necessary due to matters beyond its control. The review period may be extended for up to two additional 30 day periods. If this should happen, the Insurance Company must provide its extension notice in writing before expiration of the current decision period, explaining the circumstances requiring extension and the date a decision is expected. If the extension is made because additional information must be furnished, the claimant has 45 days within which to provide the requested information and the time for the Insurance Company’s decision shall be tolled (stopped) from the date on which the notification of the extension was sent until the date the Insurance Company receives the claimant’s response or upon the date the requested information is required to be furnished expires, whichever is sooner.

During the review period, the Insurance Company may require a medical examination of the claimant, at its own expense, or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify the claimant of the date and time of the examination and the physician’s name and location. If additional information is required, the Insurance Company will notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit. If the claim decision is adverse, in whole or in part, the Insurance Company will provide written or electronic notice which will include the following information:

1. The specific reason(s) for the decision;
2. Specific reference to the Policy provision(s) on which the decision was based;
3. A description of any additional information required to perfect the claim, and the reason this information is necessary;
4. A description of the review procedures and the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA after the claimant appeals and after the claimant receives an adverse decision on appeal;
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Insurance Company of the health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Insurance Company in connection with the claimant's adverse benefit decision, without regard to whether the advice was relied upon in making the benefit decision; and (iii) a disability decision regarding the claimant presented by the claimant to the Insurance Company made by the Social Security Administration;
6. Either the specific internal rules, guidelines, protocols, standards or other similar plan criteria the Insurance Company relied upon in making the decision, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar plan criteria do not exist;
7. If the adverse decision is based upon medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Policy to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;
8. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits; and
9. A notice provided in a culturally and linguistically appropriate manner, to the extent required by ERISA.

#### **Appeal of Denied Disability Claims** (applies to all claims filed on or after April 1, 2018)

Whenever a claim decision is fully or partially adverse, unless ERISA provides otherwise, the claimant must appeal once to the Insurance Company. As part of the claimant's appeal, the claimant may receive, upon request, free of charge, copies of all documents, records, and other information relevant to the claim for benefits, and the claimant may submit to the Insurance Company, written comments, documents, records, and other information relating to the claim. The review will take into account all comments, documents, records and other information the claimant submits related to the claim, without regard to whether such information was submitted or considered in the initial claim decision. Once an appeal request has been received by the Insurance Company, a full and fair review of the claim appeal will take place.

A written request for appeal must be received by the Insurance Company within 180 days from the date the claimant received the adverse decision. If an appeal request is not received within that time, the right to appeal will have been waived. The Insurance Company has 45 days from the date it receives a request for appeal to provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim and can extend the time for decision, once, by an additional 45 days. If this should happen, the Insurance Company must provide the extension notice, in writing, before expiration of the initial decision period, indicating the special circumstances and the date a decision is expected. If the extension is made because additional information must be furnished, the claimant has 45 days within which to provide the requested information and the time for the Insurance Company's decision shall be tolled (stopped) from the date on which the notification of the extension was sent until the date the Insurance Company receives the claimant's response or upon the date the requested information is required to be furnished expires, whichever is sooner.

The review will give no deference to the original claim decision. The review will not be made by the person who made the initial claim decision, or a subordinate of that person. When deciding an appeal based in whole or in part upon medical judgment, the Insurance Company will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment. Any medical or vocational experts consulted by the Insurance Company for the review will be identified and will not be the expert who was consulted during the initial claim decision or a subordinate of that expert.

During the appeal, the Insurance Company may require a medical examination of the claimant, at its own expense, or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify the claimant of the date and time of the examination and the physician's name and location. If additional information is required, the Insurance Company will notify the claimant, in writing, stating what information is needed and why it is needed.

Before the Insurance Company issues an adverse benefit decision on appeal, if the Insurance Company considered, relied upon, or generated any new or additional evidence in connection with the claim, and/or if the Insurance Company intends to rely on any new or additional rationale in connection with that review, then such evidence and/or rationale will be provided to the claimant, free of charge, as soon as possible and sufficiently in advance of the date that the decision on appeal is required to be made, giving the claimant a reasonable opportunity to respond.

If the claim is approved, the Insurance Company will pay the appropriate benefit. If the claim decision on appeal is adverse, in whole or in part, the Insurance Company will provide written or electronic notice that includes:

1. The specific reason(s) for the decision;
2. Specific reference to the Policy provision(s) on which the decision was based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
4. A statement describing any voluntary appeal procedures offered, and the claimant's right to obtain the information about those procedures;
5. A statement of claimant's right to bring a civil action under section 502(a) of ERISA, including a description of any applicable contractual limitations period that applies to the claimant's right to bring such an action, and the calendar date on which the contractual limitations period expires for the claim;
6. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Insurance Company of the health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Insurance Company in connection with the adverse decision, without regard to whether the advice was relied upon in making the adverse decision; and (iii) a disability decision regarding the claimant presented by the claimant to the Insurance Company made by the Social Security Administration;
7. Either the specific internal rules, guidelines, protocols, standards or other similar plan criteria the Insurance Company relied upon in making the decision, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar plan criteria do not exist;
8. If the adverse decision is based upon medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Policy to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
9. A notice provided in a culturally and linguistically appropriate manner, to the extent required by ERISA.

**Claims for Non-Disability Benefits** (applies to all claims filed on or after April 1, 2018)

A non-disability “claim” is any claim which does not require a determination of disability by the Insurance Company regardless of the type of policy under which it arises (for example, a death claim, an accident claim, etc.). A non-disability claim is “filed” as of the date the Insurance Company first receives, in writing or by telephone (through the Insurance Company’s intake department), notice that a claimant is seeking benefits under the Policy. The notice of claim should include the group Policy holder’s name, the Policy and Certificate number and the claimant’s name and address.

The Insurance Company has 90 days from the date the claim is filed to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if special circumstances exist. The review period may be extended for up to one additional 90 day period. If this should happen, the Insurance Company will provide the extension notice in writing, before expiration of the initial decision period, indicating the special circumstances and the date a decision is expected.

During the review period, the Insurance Company may require a medical examination of the claimant, at its own expense, or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify the claimant of the date and time of the examination and the physician’s name and location. If additional information is required, the Insurance Company must notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit. If the claim decision is adverse, in whole or in part, the Insurance Company will provide written or electronic notice which will include the following information:

1. The specific reason(s) for the claim decision;
2. Specific reference to the Policy provision(s) on which the decision was based;
3. A description of any additional information required to perfect the claim, and the reason this information is necessary; and
4. A description of the review procedures and the time limits applicable to those procedures, including a statement of the claimant’s right to bring a civil action under section 502(a) of ERISA after the claimant appeals and after the claimant receives an adverse decision on appeal.

**Appeal of Denied Non-Disability Claims** (applies to all claims filed on or after April 1, 2018)

Whenever a claim decision is fully or partially adverse, the claimant must appeal once to the Insurance Company. As part of the claimant’s appeal, the claimant may receive, upon request, free of charge, copies of all documents, records, and other information relevant to the claim for benefits, and the claimant may submit to the Insurance Company, written comments, documents, records, and other information relating to the claim. The review will take into account all comments, documents, records and other information the claimant submits related to the claim, without regard to whether such information was submitted or considered in the initial claim decision. Once an appeal request has been received by the Insurance Company, a full and fair review of the claim appeal will take place.



A written request for appeal must be received by the Insurance Company within 60 days from the date the claimant received the adverse decision. If an appeal request is not received within that time, the right to appeal will have been waived. The Insurance Company has 60 days from the date it receives a request for appeal to provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim and extend the time for decision, once, by an additional 60 days. If this should happen, the Insurance Company will provide the extension notice, in writing, before expiration of the initial decision period, indicating the special circumstances and the date a decision is expected.

If the appeal decision is adverse, in whole or in part, the Insurance Company will provide written or electronic notice that includes:

1. The specific reason(s) for the claim decision;
2. Specific reference to the Policy provision(s) on which the decision was based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
4. A statement describing any voluntary appeal procedures offered, and the claimant's right to obtain the information about those procedures, and
5. A statement of the claimant's right to bring a civil action under section 502(a) of ERISA.

ER-03-2





**UNDERWRITTEN BY:**  
**CIGNA LIFE INSURANCE COMPANY OF NEW YORK**  
**a Cigna company**

Class 2  
07/2019

