# GROUP DECREASING TERM LIFE & DEPENDENT LIFE INSURANCE WITH AN ACCELERATED DEATH BENEFITAND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE TO AGE 80 CERTIFICATE ("CERTIFICATE")

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF PEDIATRICS GROUP INSURANCE TRUST

PEDIATRICS GROUP INSURANCE I

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** certifies that, as stated on the When Insurance Takes Effect page(s), a person becomes a COVERED PERSON on the INSURANCE DATE stated on the Individual Schedule of Benefits.

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

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

**Renewal** Insurance under the Policy will be renewed automatically on each Anniversary Date if its terms and conditions are met. Insurance for an INSURED MEMBER will be renewed automatically on each CONTRIBUTION DATE for an INSURANCE PERIOD if the terms and conditions of the Policy are met.

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight at the place the INSURED MEMBER resides.

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

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

<u>Accelerated Death Benefit</u> The Death Benefit will be reduced by 50% if the Accelerated Death Benefit is paid. CONTRIBUTIONS will remain unchanged. New York Life will send the INSURED MEMBER a statement which will specify the effect the payment of the Accelerated Death Benefit will have on the Death Benefit and CONTRIBUTIONS.

RECEIPT OF THE ACCELERATED DEATH BENEFIT MAY BE TAXABLE.
THE INSURED SHOULD SEEK ASSISTANCE FROM A PERSONAL TAX ADVISOR.
DEATH BENEFIT WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.

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

Amy Miller
Secretary

# TABLE OF CONTENTS

### DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS PAGES.

<u>Pages</u>		<u>Pages</u>	
2 - 3 3 - 4 4 - 6 6 - 8 8 9 - 10	IMPORTANT NOTICE WHEN INSURANCE TAKES EFFECT LIFE AND DEPENDENT LIFE INSURANCE AD&D INSURANCE WHEN INSURANCE ENDS CONTINUANCE	11 12 - 13 - -	CONVERSION RIGHTS DEFINITIONS "STATE" REGULATIONS SCHEDULE INDIVIDUAL SCHEDULE OF BENEFITS

G-46330-0 GMR-TABLE

# **IMPORTANT NOTICE**

<u>Certificate</u> The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The INSURED MEMBER should contact New York Life with questions regarding insurance.

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

**Errors** Errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.

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

- 1. have a person, for whom claim is made, examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending;
- 2. have a claimant's financial records audited, as often as New York Life may reasonably require; and/or
- 3. in the event of loss of life: (a) request an autopsy where it is not forbidden by law or religious belief; and/or (b) examine the medical records of the deceased; to determine the cause of the loss.

<u>Incontestability</u> Except for provisions which relate to eligibility for insurance and for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased, or restored insurance on a COVERED PERSON after it has been in force for two years under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under, be increased under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

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

#### IMPORTANT NOTICE

<u>Misstatements</u> Subject to the Errors and Incontestability sections, if relevant statements of age were not accurate for any person, a fair adjustment of remittances and/or insurance will be made as follows:

- 1. if the age has been overstated: (a) the amount of remittance will be adjusted to reflect the difference between the remittance applicable at the correct age and the incorrect remittance previously paid; and (b) the Policyholder will refund the amount of any corresponding adjustment, except that: If insurance has been erroneously reduced because such person was thought to have reached a higher age bracket, as stated on the Schedule page(s), the amount of insurance and remittance will be adjusted based on such person's correct age; or
- 2. if the age has been understated: (a) the amount of insurance will be adjusted downward for any INSURANCE PERIOD, in proportion to the ratio of the charges previously paid for such INSURANCE PERIOD to the prescribed charges at the correct age for such INSURANCE PERIOD; and (b) there will be no adjustment to any remittance previously paid, except that: If insurance was not reduced because such person was thought to have been in a lower age bracket, as stated on the Schedule page(s), the amount of insurance and remittance will be adjusted based on such person's correct age.

<u>Notice of Claim</u> The INSURED MEMBER must write to New York Life about a claim within 20 days after the occurrence of any loss covered under the Policy. If it is not possible to give notice within 20 days, it must be given as soon as reasonably possible.

Policy Changes The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by New York Life and: (a) results from the exercise of a right reserved to New York Life in the Policy; or (b) is issued to conform to any law and/or regulation which applies to the insurance under the Policy. No agent of New York Life can make or change the Policy or waive any of its provisions.

<u>Termination By The Policyholder</u> The Policyholder may terminate the Policy, only after the first Anniversary Date, by giving written notice to New York Life at least 60 days in advance.

<u>Termination By New York Life</u> New York Life can terminate the Policy, only after the first Anniversary Date, by giving written notice to the Policyholder at least 60 days in advance.

G-46330-0 GMR-C-NOTICE

# WHEN INSURANCE TAKES EFFECT

# **Requests** An APPLICANT can request to:

- 1. become initially insured for MEMBER INSURANCE or MEMBER INSURANCE and DEPENDENT INSURANCE for each of his or her ELIGIBLE DEPENDENTS, subject to the Amount of Insurance Available section stated on the Schedule page(s);
- 2. change the Amount of Insurance to any other Amount of Insurance available to him or her, as stated on the Schedule page(s). New York Life will terminate the existing Amount of Insurance before the new Amount of Insurance takes effect. If a change is to a higher Amount of Insurance, both the APPLICANT and the proposed COVERED PERSON must be less than the MAXIMUM ELIGIBILITY AGE and the proposed COVERED PERSON must not be a resident of an EXCLUDED STATE; and/or
- 3. restore insurance on each former COVERED PERSON for whom insurance ended, if: (a) insurance ended for such person because the CONTRIBUTION was not paid; and (b) the proposed COVERED PERSON is an ELIGIBLE MEMBER or an ELIGIBLE DEPENDENT. If the request is approved, all terms and conditions of the Policy applicable to the person at the time insurance ended will be reinstated, subject to any changes in the Policy.

G-46330-0 GMR-TE

#### WHEN INSURANCE TAKES EFFECT

<u>For Insurance To Take Effect</u> For initial insurance, a change in insurance or restoration of insurance to take effect, the <u>APPLICANT must</u>:

- 1. give New York Life a completed, written request for the insurance on a form satisfactory to New York Life. A written request for restoration must be given within six months after the date such CONTRIBUTION was due;
- 2. give New York Life satisfactory medical evidence of insurability, if such evidence is required, for the proposed COVERED PERSON;
- 3. pay the CONTRIBUTION, except that: CONTRIBUTIONS are not required during the INITIAL PERIOD for a NON-CONTRIBUTORY INSURED who becomes insured under the Policy. For restoration of insurance, CONTRIBUTION includes all unpaid CONTRIBUTIONS from the date insurance ended; and
- 4. for DEPENDENT INSURANCE, be an INSURED MEMBER on the INSURED DEPENDENT'S INSURANCE DATE.

When Insurance Takes Effect Except as stated below, insurance takes effect on the INSURANCE DATE, if the proposed COVERED PERSON is performing the normal activities of a person in good health of like age on the INSURANCE DATE. The normal activities requirement does not apply to changes in the Amount of Insurance which would result in a decrease in insurance. No benefits will be paid for any loss or disability occurring before the INSURANCE DATE.

**Subsequent Child** - If the APPLICANT has DEPENDENT INSURANCE in force for children, any child he or she later acquires will become insured on the day such child first becomes an ELIGIBLE CHILD.

When Insurance Takes Effect - Insurance for a proposed COVERED PERSON who was not performing the normal activities of a person in good health of like age on the date such insurance would otherwise have taken effect, will take effect on the day the proposed COVERED PERSON is performing the normal activities of a person in good health of like age, if: (a) such day is within three months of the date insurance would otherwise have taken effect; (b) for DEPENDENT INSURANCE, the APPLICANT is an INSURED MEMBER or a SURVIVOR SPOUSE on that day; and (c) the proposed COVERED PERSON is still eligible to obtain the insurance on that day.

G-46330-0 GMR-TE

# LIFE AND DEPENDENT LIFE INSURANCE

New York Life will pay a benefit for a COVERED PERSON'S: (a) Terminal Illness; or (b) death; in accordance with all of the following:

<u>Accelerated Death Benefit</u> The Accelerated Death Benefit is available to a COVERED PERSON who has a Terminal Illness ("Terminal Illness" is a medical condition where the patient has a life expectancy of 24 months or less).

**Death Benefit** The Death Benefit is the benefit payable for a COVERED PERSON'S death.

# For The Benefit To Be Paid

<u>Accelerated Death Benefit</u> For the Accelerated Death Benefit to be paid, the INSURED MEMBER must give: (1) the Policyholder a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness, no later than 12 months before such COVERED PERSON'S TERMINATION AGE DATE.

<u>Death Benefit</u> For the Death Benefit to be paid, New York Life must receive satisfactory proof of the COVERED PERSON'S death.

#### LIFE AND DEPENDENT LIFE INSURANCE

# What Benefit Is Payable The benefit payable is as follows:

Accelerated Death Benefit The Accelerated Death Benefit payable is 50% of the amount of insurance in force on the COVERED PERSON'S life on the date New York Life approves the request for the Accelerated Death Benefit, except that: If a reduction of insurance due to age is scheduled within one year of the date New York Life approves such request, the benefit payable will be 50% of such reduced amount of insurance. The benefit will be paid in a lump sum. The benefit is payable once while the COVERED PERSON is insured under the Policy, whether insurance is continuous or interrupted.

<u>Death Benefit</u> Except as stated below, the Death Benefit payable is the amount of insurance in force for the COVERED PERSON on the date of his or her death, less the amount paid on his or her behalf under the Accelerated Death Benefit. A single payment is made.

**Suicide -** A COVERED PERSON'S death is excluded if it: (a) is due to or related to and/or occurs during suicide, an attempt at suicide or intentionally injuring himself or herself; and (b) occurs within 24 months from an INSURANCE DATE; whether such COVERED PERSON is sane or insane. The only amount payable is a return of the applicable CONTRIBUTIONS.

# Beneficiary

<u>Accelerated Death Benefit</u> The Accelerated Death Benefit will be paid to the INSURED MEMBER, except that: If New York Life has received satisfactory proof of the INSURED MEMBER'S death before such payment is made, payment will be made in accordance with the Death Benefit subsection of the Beneficiary section.

<u>Death Benefit</u> Except as stated below, the Death Benefit will be paid to the designated beneficiary(ies). However, if at the time of the COVERED PERSON'S death there is no surviving beneficiary for any designated share of the Death Benefit, such share will be paid to the executor or administrator of the COVERED PERSON'S estate, or at the option of New York Life, to the COVERED PERSON'S surviving relative(s) in the following order of survival:

- 1. for an INSURED MEMBER: spouse; children equally; parents equally; or brothers and sisters equally;
- 2. for an INSURED SPOUSE: spouse; children equally; parents equally; or brothers and sisters equally; or
- 3. for an INSURED CHILD: parent; brothers and sisters equally; or children equally.

In addition, if a beneficiary dies within 15 days after the COVERED PERSON, New York Life will consider such beneficiary to have predeceased such COVERED PERSON, if payment has not already been made.

For MEMBER INSURANCE, the INSURED MEMBER can designate a beneficiary or change his or her beneficiary designation.

For an INSURED SPOUSE, the automatic beneficiary is the INSURED MEMBER. However, the INSURED MEMBER or SURVIVOR SPOUSE can designate a beneficiary or change his or her beneficiary designation.

For an INSURED CHILD, the automatic beneficiary is the INSURED MEMBER. Such designation cannot be changed.

One or more beneficiaries can be designated. If more than one beneficiary is designated, they can be classified as Primary Beneficiary ("Primary Beneficiary" is the person(s) named to first receive the proceeds of the insurance), or Contingent Beneficiary ("Contingent Beneficiary" is the person(s) named to receive the proceeds of the insurance if no Primary Beneficiary survives). Each beneficiary's share can be stated. If more than one beneficiary is designated and if their respective interests have not been stated, they will share alike.

**Facility Of Payment** - New York Life has the right to pay up to \$250 of the benefit to anyone who has incurred expenses for the COVERED PERSON'S fatal illness or burial ("payee").

#### LIFE AND DEPENDENT LIFE INSURANCE

**Forfeiture Of Payment** - No payment will be made to any person(s) if such person(s) is the principal or an accomplice in willfully bringing about the death of the COVERED PERSON. Payment will be made in accordance with this section as though that person(s) had died before the COVERED PERSON.

**Individual Policy** - Subject to the Facility Of Payment exception and unless otherwise stated by the INSURED MEMBER, the benefit will be paid to the INSURED MEMBER'S beneficiary last recorded under an individual policy, if: (a) application for the individual policy was made under a conversion right; (b) the benefit is not payable under the individual policy; (c) the individual policy, if issued, is surrendered to New York Life; and (d) the benefit is paid under the Policy.

<u>Transfer Of Ownership</u> An INSURED MEMBER or SURVIVOR SPOUSE can transfer all or any part of incidents of ownership of the insurance. The Policyholder agrees to accept CONTRIBUTIONS directly from the transferee.

**Request Procedure** To: (a) designate a beneficiary or change a beneficiary designation; and/or (b) transfer ownership; New York Life must be given a completed, written request on a form satisfactory to it. Such request must be approved and recorded by or on behalf of New York Life. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by or on behalf of New York Life before the recording.

G-46330-0 GMR-L/AB/ADD

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# **AD&D INSURANCE**

New York Life will pay a benefit for an INSURED MEMBER'S Covered Loss; in accordance with all of the following:

# **Covered Loss** A Covered Loss is a loss that:

- 1. an INSURED MEMBER suffers, but only if such loss results from an accidental injury and such: (a) loss occurs within 180 days of such injury; (b) injury occurs while he or she is insured under the Policy; and (c) injury is the direct result of the accident and is independent of all other causes;
- 2. is listed on the Table Of Benefits on the Schedule page(s); and
- 3. is not excluded in the Exclusions section.

**Exclusions** The following losses are excluded:

**Air Travel** - A loss that occurs during or is a direct result of the INSURED MEMBER'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless the INSURED MEMBER is traveling solely as a passenger on a licensed, commercial, non-military aircraft.

**Crime/Illegal Occupation/Illegal Activity** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; (d) terrorist activity; or (e) a riot.

**Disease/Infirmity** - A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (1) accidental cut or wound; or (2) accidental ingestion of contaminated material.

**Drugs** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S: (a) use of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents, unless such use is as prescribed by a doctor, other than the INSURED MEMBER, or accidentally administered; or (b) use of alcohol.

**Military Service** - A loss that results from service in the military, naval or air force of any country, alliance or international organization or in a civilian unit which serves such force.

#### **AD&D INSURANCE**

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

**Treatment** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; any medical, dental or surgical treatment unrelated to the accident which would otherwise entitle the INSURED MEMBER to benefits.

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

<u>For The Benefit To Be Paid</u> For a Covered Loss to be paid, New York Life must: (a) receive satisfactory proof of the INSURED MEMBER'S loss within 90 days after such loss. If it is not possible to give proof within such 90 day period, it must be given as soon as reasonably possible; and (b) determine that the loss is a Covered Loss.

# What Benefit Is Payable The benefit payable is as follows:

**Covered Loss** - The Covered Loss payable is the applicable percentage of the Principal Sum in force for the INSURED MEMBER on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 60 days after receipt of satisfactory proof. A single payment is made.

**Common Carrier Benefit** - If a Covered Loss occurs as the result of an accident while the INSURED MEMBER is traveling with a common carrier, an additional benefit equal to the INSURED MEMBER'S Principal Sum, up to a maximum of \$25,000, will also be payable.

**Repatriation Benefit** - If an INSURED MEMBER'S death is a Covered Loss and occurs outside the country of permanent residence, a benefit equal to the actual expenses incurred for preparation of the INSURED MEMBER'S body for burial or cremation and transportation of the body to the place of burial or cremation is payable, up to a maximum of \$5,000. The Repatriation Benefit is limited to the preparation of the body, excluding autopsies, and excluding all administrative fees and practices associated with such preparation of the body.

**Rehabilitation Benefit** - If as a result of an INSURED MEMBER'S Covered Loss, expenses are incurred for rehabilitation training within two years after the date of the accident, an additional benefit will be payable equal to the expenses incurred, up to a maximum of \$5,000.

# **Beneficiary**

<u>Covered Loss</u> Except as stated below, the benefit payable for an INSURED MEMBER'S Covered Loss, other than for his or her loss of life, will be paid to the INSURED MEMBER.

The benefit payable for an INSURED MEMBER'S loss of life will be paid in accordance with the Death Benefit subsection of the Beneficiary section.

<u>Death Benefit</u> Except as stated below, the Death Benefit will be paid to the designated beneficiary(ies). However, if at the time of the INSURED MEMBER'S death there is no surviving beneficiary for any designated share of the Death Benefit, such share will be paid to the executor or administrator of the INSURED MEMBER'S estate, or at the option of New York Life, to the INSURED MEMBER'S surviving relative(s) in the following order of survival: spouse; children equally; parents equally; or brothers and sisters equally.

In addition, if a beneficiary dies within 15 days after the INSURED MEMBER, New York Life will consider such beneficiary to have predeceased such INSURED MEMBER, if payment has not already been made.

One or more beneficiaries can be designated. If more than one beneficiary is designated, they can be classified as Primary Beneficiary ("Primary Beneficiary" is the person(s) named to first receive the proceeds of the insurance), or Contingent Beneficiary ("Contingent Beneficiary" is the person(s) named to receive the proceeds of the insurance if no Primary Beneficiary survives). Each beneficiary's share can be stated. If more than one beneficiary is designated and if their respective interests have not been stated, they will share alike.

**Facility Of Payment** - New York Life has the right to pay up to \$250 of the benefit to anyone who has incurred expenses for the COVERED PERSON'S fatal illness or burial ("payee").

G-46330-0 GMR-L/ADD

#### **AD&D INSURANCE**

**Forfeiture Of Payment** - No payment will be made to any person(s) if such person(s) is the principal or an accomplice in willfully bringing about the death of the INSURED MEMBER. Payment will be made in accordance with this section as though that person(s) had died before the INSURED MEMBER.

<u>Transfer Of Ownership</u> An INSURED MEMBER can transfer all or any part of incidents of ownership of his or her insurance. The Policyholder agrees to accept CONTRIBUTIONS directly from the transferee.

Request Procedure To: (a) designate a beneficiary or change a beneficiary designation; and/or (b) transfer ownership; New York Life must be given a completed, written request on a form satisfactory to it. Such request must be approved and recorded by or on behalf of New York Life. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by or on behalf of New York Life before the recording. Except for payment in installments, requests in effect under the PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

G-46330-0 GMR-L/AB/ADD

# WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), a COVERED PERSON'S insurance will end on the earliest of:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer a member of the ASSOCIATION;
- 2. the COVERED PERSON'S TERMINATION AGE DATE;
- 3. the last day of the INITIAL PERIOD if a NON-CONTRIBUTORY INSURED'S first CONTRIBUTION is not paid;
- 4. the last day of the Grace Period, stated below, that follows the end of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid for the COVERED PERSON.
  - Grace Period The COVERED PERSON is entitled to a Grace Period of 31 days for the payment of each CONTRIBUTION due except for the first. During the Grace Period, the COVERED PERSON'S insurance continues in force. If the CONTRIBUTION due is not paid before the end of the Grace Period, the COVERED PERSON'S insurance automatically ends on the last day of such Grace Period;
- 5. the day before the day the amount of insurance in force on a COVERED PERSON, less the amount of any Accelerated Death Benefit paid on such COVERED PERSON'S behalf, equals zero or less;
- 6. for an INSURED DEPENDENT, the date the INSURED MEMBER'S MEMBER INSURANCE ends, except that, the INSURED MEMBER may choose to continue his or her DEPENDENT INSURANCE if such MEMBER INSURANCE ended because payment of the Accelerated Death Benefit reduced the amount of his or her MEMBER INSURANCE to zero or less;
- 7. for an INSURED SPOUSE, the last day of the INSURANCE PERIOD during which such INSURED SPOUSE: (a) ceases to be the lawful, married spouse of the APPLICANT; or (b) becomes an INSURED MEMBER;
- 8. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) marries; (b) becomes an INSURED MEMBER; or (c) with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support;
- 9. the date New York Life receives the COVERED PERSON'S request to end such coverage;
- 10. the day before the day the Policy ends or is changed to end insurance for the group of insureds to which the COVERED PERSON belongs; or
- 11. with respect to AD&D Insurance, the date the INSURED MEMBER begins ACTIVE DUTY IN THE ARMED FORCES.

G-46330-0 GMR-ENDS

# **CONTINUANCE**

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

**Exchange Benefit** An INSURED CHILD can request an exchange of his or her DEPENDENT INSURANCE which would otherwise end because: (a) he or she marries, or, with respect to a stepchild, is no longer dependent upon the INSURED MEMBER for support; or; (b) he or she reaches the TERMINATION AGE DATE and is not eligible for the Handicapped Child Benefit; or (c) the Handicap Child Benefit ends because such INSURED CHILD is no longer Handicapped.

Such INSURED CHILD may request an exchange of DEPENDENT INSURANCE for MEMBER INSURANCE in accordance with the following:

For MEMBER INSURANCE to take effect, the INSURED CHILD must: (a) give the Policyholder a completed, written request for insurance, including a statement of health on a form satisfactory to New York Life, within 31 days after the date DEPENDENT INSURANCE would otherwise end; (b) pay the CONTRIBUTION; and (c) be alive and not Handicapped when the CONTRIBUTION is paid.

The INSURANCE DATE for the MEMBER INSURANCE is the day after the day the DEPENDENT INSURANCE ends, except that: The INSURANCE DATE for a person who is Handicapped on such day, is the day he or she is no longer Handicapped if he or she is still eligible on that day.

The INSURED CHILD will become insured for \$25,000 of MEMBER INSURANCE, if such amount is then being offered by New York Life in exchange for DEPENDENT INSURANCE.

DEPENDENT INSURANCE will continue during the 31 day period during which the INSURED CHILD can exercise the Exchange Benefit. If an INSURED CHILD dies during such period, the amount of DEPENDENT INSURANCE in force at the time insurance on such INSURED CHILD would otherwise have ended is payable, except that: The amount of MEMBER INSURANCE requested by such child is payable if: (a) he or she had satisfied all of the requirements necessary to exchange DEPENDENT INSURANCE for MEMBER INSURANCE; and (b) New York Life has not paid a benefit for his or her death under the DEPENDENT INSURANCE that would otherwise have ended.

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

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

The benefit will end on the earliest of the following:

- 1. the last day of the INSURANCE PERIOD during which such child is no longer so Handicapped;
- 2. the date New York Life does not receive the required proof that such child remains Handicapped as required by New York Life but no more frequently than annually; or
- 3. the date insurance would otherwise end as stated on the When Insurance Ends page(s).

Survivor Dependent Benefit Insurance in force on the day the INSURED MEMBER dies will continue, if:

- 1. the conversion right available upon the death of the INSURED MEMBER has not been exercised; and
- 2. the CONTRIBUTION is paid.

The amount of such insurance is subject to the changes at the AGES stated on the Schedule page(s).

The amount of such insurance and required CONTRIBUTION will be based on the AGE of the SURVIVOR SPOUSE. Insurance is subject to the changes at the AGES stated on the Schedule page(s).

#### **CONTINUANCE**

The benefit will end on the date insurance would otherwise end as stated on the When Insurance Ends page(s).

<u>Waiver Of Contribution Benefit</u> Insurance in force on the date the INSURED MEMBER becomes TOTALLY DISABLED will continue without the payment of CONTRIBUTIONS, if:

- 1. the INSURED MEMBER becomes TOTALLY DISABLED while insured under the Policy and before age 60;
- 2. New York Life receives satisfactory proof that the INSURED MEMBER has been TOTALLY DISABLED for at least six consecutive months. Such proof must be received within one year after the date such TOTAL DISABILITY began, except that: If the INSURED MEMBER dies, proof of the uninterrupted existence of TOTAL DISABILITY from the date TOTAL DISABILITY began until the date of death must be received within one year after: (a) TOTAL DISABILITY began, if death occurs before this benefit is approved; or (b) death, if death occurs while this benefit is in effect. If it is not possible to give proof within such period, it must be given as soon as reasonably possible;
- 3. all individual policies, converted from this insurance after the date the INSURED MEMBER became TOTALLY DISABLED, except those obtained upon reduction(s) of insurance, are surrendered to New York Life without claim, except for a return of premium paid, less dividends and indebtedness; and
- 4. New York Life approves the benefit.

The amount of insurance continued under this benefit is subject to the changes at the AGES stated on the Schedule page(s). All or any part of insurance which is reduced can be converted as stated on the Conversion Rights page(s). While the benefit is in effect: (a) this is the only conversion right available; and (b) insurance cannot be increased on the COVERED PERSON.

CONTRIBUTIONS paid for any INSURANCE PERIOD after the date such TOTAL DISABILITY began until such CONTRIBUTIONS are waived will be refunded for up to one year before the date proof of the INSURED MEMBER'S TOTAL DISABILITY was received by New York Life. CONTRIBUTIONS should continue until New York Life approves the benefit.

The benefit will end on the earliest of the date:

- 1. the INSURED MEMBER is no longer TOTALLY DISABLED;
- 2. New York Life does not receive the required proof that the INSURED MEMBER remains TOTALLY DISABLED;
- 3. the INSURED MEMBER does not submit to an examination required by New York Life by a doctor it selects; or
- 4. the INSURED MEMBER reaches the TERMINATION AGE DATE.

Insurance in force on the date the benefit ends will continue, except as stated on the When Insurance Ends page(s).

Insurance on an INSURED DEPENDENT will end before the benefit ends, if such dependent: (1) reaches his or her TERMINATION AGE DATE; (2) becomes an INSURED MEMBER; (3) for an INSURED SPOUSE, ceases to be the lawful, married spouse of the INSURED MEMBER; or (4) for an INSURED CHILD: (a) marries; or (b) with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support.

# **CONVERSION RIGHTS**

A COVERED PERSON can convert insurance that ends or reduces to an individual policy, without giving New York Life medical evidence of insurability, in accordance with all of the following:

When A Conversion Right Is Available A conversion right is available to each COVERED PERSON for whom insurance ends or reduces, if insurance ends or reduces for any reason other than: (a) nonpayment of the CONTRIBUTION; or (b) the COVERED PERSON requests to end such insurance. However, if insurance ends because the Policy terminates or changes for the group of insureds to which the COVERED PERSON belongs, a conversion right is only available if the COVERED PERSON has been continuously insured under the Policy for at least five years.

<u>Conversion Period Benefit</u> The maximum amount of insurance the COVERED PERSON is eligible to convert will continue without payment of the CONTRIBUTION during the Conversion Period ("Conversion Period" is the 31 day period, immediately after the date insurance would otherwise end or is reduced, during which a COVERED PERSON can exercise a conversion right).

What Amount Can Be Converted The COVERED PERSON can convert all or any part of the insurance that ends or reduces. However, if insurance ends or reduces because the Policy terminates or changes to end insurance for the group of insureds to which the COVERED PERSON belongs, the COVERED PERSON can convert all or any part of the insurance that ends or reduces, less the amount of any replacement insurance which he or she can obtain within the Conversion Period, up to a maximum amount of insurance of \$10,000.

<u>Individual Policy</u> The individual policy requirements are as follows: (a) a completed, written application for the individual policy must be given to New York Life, within the Conversion Period, on a form satisfactory to New York Life; (b) the first premium for the individual policy must be paid within the Conversion Period; (c) the premium for the individual policy will be based upon the applicant's class of risk and age; (d) the individual policy will be on one of the forms currently offered by New York Life, except term insurance, and will be issued without disability or other supplementary benefits; and (e) the individual policy will take effect on the day after the Conversion Period Benefit ends. The individual policy may provide less coverage at a higher premium than that provided for under the group Policy.

Notice Of Conversion Right If a COVERED PERSON has not been given notice of his or her conversion right before the 15th day of the Conversion Period, he or she will have an additional period within which he or she can exercise a conversion right. The additional period will: (a) not extend insurance beyond the end of the 31 day Conversion Period; and (b) end on the earlier of the: (1) 15th day after such COVERED PERSON is given such notice; or (2) 60th day after the end of the 31 day Conversion Period. Written notice presented to the COVERED PERSON or mailed to his or her last known address by New York Life or the Policyholder will be deemed notice.

G-46330-0 GMR-L/ADD CR

**DEFINITIONS** 

**ACTIVE DUTY IN THE ARMED FORCES** means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered ACTIVE DUTY IN THE ARMED FORCES.

AGE means the attained age on the first day of any INSURANCE PERIOD. References to Age in any heading means "AGE".

**APPLICANT** means an ELIGIBLE MEMBER or an INSURED MEMBER.

**ASSOCIATION** means American Academy of Pediatrics.

**CONTRIBUTION** means the applicable full periodic payment toward the premium, which is necessary for insurance to take effect on the INSURANCE DATE and/or for insurance to continue in force under the Policy. CONTRIBUTION is determined by the Policyholder and is due on each CONTRIBUTION DATE.

G-46330-0 GMR-DEF

#### **DEFINITIONS**

**CONTRIBUTION DATE** means the following dates on or before which the CONTRIBUTION must be paid to New York Life:

- 1. initially: (a) the INSURANCE DATE; (b) if by agreement between the Policyholder and New York Life and without individual selection, within 31 days after the INSURANCE DATE; or (c) for a NON-CONTRIBUTORY INSURED who requests to continue insurance provided during the INITIAL PERIOD, on or before the last day of the INITIAL PERIOD; and
- 2. thereafter, the applicable annual, semiannual, quarterly, or monthly date based on the mode of payment elected by the INSURED MEMBER and accepted by the Policyholder.

**COVERED PERSON** means an INSURED MEMBER or an INSURED DEPENDENT.

**DEPENDENT INSURANCE** means an INSURED MEMBER'S insurance for his or her INSURED DEPENDENT(S).

# **ELIGIBLE DEPENDENT** means a person who is an APPLICANT'S:

- 1. lawful married spouse, who:
  - a. is identified on the request for group insurance;
  - b. has not exceeded the MAXIMUM ELIGIBILITY AGE;
  - c. is not a resident of an EXCLUDED STATE; and
  - d. is not an ELIGIBLE MEMBER; or
- 2. natural child, stepchild, or adopted child, who:
  - a. is not married:
  - b. with respect to the stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, or adopted child is substantially dependent upon the family for support;
  - c. is at least 15 days old;
  - d. has not exceeded the MAXIMUM ELIGIBILITY AGE;
  - e. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
  - f. is not an ELIGIBLE MEMBER.

If both parents of an ELIGIBLE CHILD are INSURED MEMBERS, such child will be considered an ELIGIBLE DEPENDENT of only one parent.

ELIGIBLE DEPENDENT does not include a person for whom dependent insurance is requested under the Policy by reason of the APPLICANT'S membership with the ASSOCIATION, if the dependent is currently insured under an individual policy obtained by exercise of a conversion right which was available under the Policy or any other policy issued to the Policyholder by New York Life upon termination of such membership.

References to **ELIGIBLE SPOUSE** and **ELIGIBLE CHILD(REN)** mean the same as ELIGIBLE DEPENDENT spouse and ELIGIBLE DEPENDENT child(ren), respectively.

# **ELIGIBLE MEMBER** means a person who is:

- 1. is a member of the ASSOCIATION, an Executive Director of the ASSOCIATION, or a staff member of an Executive Director:
- 2. has not exceeded the MAXIMUM ELIGIBILITY AGE; and
- 3. is not a resident of an EXCLUDED STATE.

ELIGIBLE MEMBER does not include a person who requests insurance under the Policy by reason of membership in the ASSOCIATION, if such person is currently insured under an individual policy obtained by exercise of the conversion right which was available under the Policy or any other policy issued to the Policyholder by New York Life upon termination of such membership.

G-46330-0 GMR-DEF

#### DEFINITIONS

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

**INITIAL PERIOD** means the span of time beginning on a NON-CONTRIBUTORY INSURED'S INSURANCE DATE and ending on the date agreed to by the Policyholder and New York Life during which insurance is provided to the NON-CONTRIBUTORY INSURED on a non-contributory basis.

**INSURANCE DATE** means the date that initial, changed or restored insurance takes effect as follows: the first day of the month on or after the date New York Life approves such insurance.

**INSURANCE PERIOD** means the span of time from a CONTRIBUTION DATE through the day before the next CONTRIBUTION DATE, during which insurance continues, if the CONTRIBUTION for such span of time is paid.

**INSURED DEPENDENT** means a person who: (a) was an ELIGIBLE DEPENDENT on his or her first INSURANCE DATE; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy, including as a SURVIVOR DEPENDENT. References to **INSURED SPOUSE** and **INSURED CHILD(REN)** mean the same as INSURED DEPENDENT spouse and INSURED DEPENDENT child(ren), respectively.

**INSURED MEMBER** means a person who: (a) was an ELIGIBLE MEMBER on his or her first INSURANCE DATE; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy. References to INSURED MEMBER mean the Owner for the incidents of ownership. ("Owner" means the person who has the rights of ownership of the insurance.)

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 64; ELIGIBLE SPOUSE, through age 64; or ELIGIBLE CHILD, through age 22.

**MEMBER INSURANCE** means an INSURED MEMBER'S insurance for himself or herself.

**NON CONTRIBUTORY INSURED** means a person who is eligible to request non-contributory insurance. To be eligible, such person must: (a) be an ELIGIBLE MEMBER; and (b) have become a member of the ASSOCIATION within the last 60 days and while the Policy is in force. If approved by New York Life, such person will be provided non-contributory insurance during the INITIAL PERIOD in an amount agreed to by the Policyholder and New York Life.

**SURVIVOR DEPENDENT** means an INSURED DEPENDENT of a deceased INSURED MEMBER. References to **SURVIVOR SPOUSE** and **SURVIVOR CHILD(REN)** mean the same as SURVIVOR DEPENDENT spouse and SURVIVOR DEPENDENT child(ren), respectively.

**TERMINATION AGE DATE** means the date insurance for a COVERED PERSON ends due to his or her attainment of the stated AGE, as follows:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER reaches AGE 80;
- 2. the last day of the INSURANCE PERIOD during which the INSURED SPOUSE reaches AGE 80; or
- 3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 23.

**TOTAL DISABILITY** means an incapacity from an injury or sickness which is not outlined in the Suicide exception on the What Benefit Is Payable section on the Life And Dependent Life Insurance page(s) and which:

- 1. completely and continuously prevents an INSURED MEMBER from doing the material and substantial duties of any occupation for which he or she is reasonably qualified by education, training or experience;
- 2. results in total and permanent loss of sight of both eyes; or
- 3. results in severance, above the wrist or ankle of: (1) both hands; (2) both feet; or (3) one hand and one foot.

TOTAL DISABILITY and **TOTALLY DISABLED** have the same meaning.

#### **SCHEDULE**

# **Amount Of Life Insurance Available For Eligible Members**

\$10,000 to \$745,000 in \$5,000 multiples; \$750,000 to \$2,000,000 in \$50,000 multiples

# **Amount Of Life Insurance Available For Eligible Spouses**

\$2,500 to \$2,000,000 in \$1,000 multiples

Except that, the ELIGIBLE SPOUSE of an ELIGIBLE MEMBER cannot be insured for an Amount of Life Insurance which exceeds the Amount of Life Insurance for which such ELIGIBLE MEMBER is insured.

# Optional Amount of Accidental Death and Dismemberment Insurance Available For Eligible Members

The Optional Amount of Accidental Death and Dismemberment Insurance for each INSURED MEMBER is equal to the Amount of Life Insurance.

# NOTES:

An Amount Of Life Insurance in excess of \$100,000 will reduce to \$100,000 on the CONTRIBUTION DATE following the date an INSURED MEMBER or an INSURED SPOUSE reaches AGE 65, or on the date the INSURED MEMBER or INSURED SPOUSE begins ACTIVE DUTY IN THE ARMED FORCES and will terminate on the renewal date following the date an INSURED MEMBER or an INSURED SPOUSE reaches AGE 80.

An Amount of AD&D Insurance in excess of \$100,000 will reduce to \$100,000 on the CONTRIBUTION DATE following the date an INSURED MEMBER reaches AGE 65 and will terminate: (a) on the date the INSURED MEMBER begins ACTIVE DUTY IN THE ARMED FORCES; or (b) on the renewal date following the date an INSURED MEMBER reaches AGE 80.

Upon completion of ACTIVE DUTY IN THE ARMED FORCES, an INSURED MEMBER'S or INSURED SPOUSE'S Amount of Life and AD&D Insurance will be restored to the amount he/she had in force prior to the reduction of Life Insurance and, with respect to the INSURED MEMBER, the termination of AD&D Insurance. Restoration of the amount of Life Insurance is less any amount that was converted to an individual policy by exercise of the conversion right upon such reduction. The request must be made within 60 days of the release date from active duty provided he/she is an ELIGIBLE MEMBER or an ELIGIBLE SPOUSE less than AGE 80.

# **Table Of Benefits**

The Principal Sum is equal to the amount of Life Insurance as stated above

	Percentage Of
Covered Loss	Principal Sum
loss of life	100 %
loss of two limbs	100 %
loss of sight of one or both eyes	100 %
loss of one hand and one foot	100 %
loss of thumb and one finger of one hand	50 %
loss of two or more fingers of one hand	50 %
loss of use of either or both hands	50%

Loss of sight means total and permanent loss.

Loss of limb means severance through or above the wrist or ankle joint.

Loss of thumb and finger means severance through or above metacarpophalangeal joints.

When an INSURED MEMBER suffers a Covered Loss which causes a TOTAL DISABILITY, the Percentage Of Principal Sum payable will be 100%, less any other benefits paid or payable under the Policy as a result of the same accident.

# Maximum

Only one Principal Sum (the largest applicable) is payable for a loss to the same limb due to or related to any one accident.

No more than the Principal Sum is payable for all losses due to or related to any one accident.

All insurance under the Policy will end for a COVERED PERSON upon payment of the Principal Sum.

#### SCHEDULE

# **Amount of Life Insurance Available For Non-Contributory Insureds**

A NON-CONTRIBUTORY INSURED shall be eligible for an Amount of Life Insurance equal to \$100,000 on a noncontributory basis during the INITIAL PERIOD. At the end of the INITIAL PERIOD, an INSURED MEMBER who is a NON-CONTRIBUTORY INSURED may continue or change his or her Amount of Life Insurance on a contributory basis.

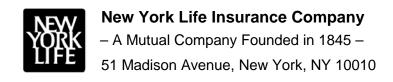
# Amount of Life Insurance Available For New Insured Members on a Contributory Basis

A new MEMBER shall be eligible for an Amount of Life Insurance equal to \$100,000 on a contributory basis without submitting satisfactory medical evidence of insurability. The insurance will be guaranteed issued provided that the new MEMBER is performing the normal activities of a person in good health of like age for 30 days prior to applying for such amount and premium is received by New York Life within 90 days of this offer.

# **Amounts Of Life Insurance Available For Eligible Child(ren)**

	Plan A	Plan B
Insured Child's Attained Age	Amount of Insurance	Amount of Insurance
14 days but before 6 months 6 months but before the	\$ 750	\$ 1,500
TERMINATION AGE DATE	\$7,500	\$15,000

NOTE: Except that, the ELIGIBLE CHILD of an ELIGIBLE MEMBER cannot be insured for an Amount of Life Insurance which exceeds the Amount of Life Insurance for which such ELIGIBLE MEMBER is insured.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Alaska

Secretary

#### **ALASKA REGULATIONS**

The following applies to Alaska residents:

1. For the purpose of submitting claim forms to the claimant within 10 days after the notice of claim is received, the Claim Forms item on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

<u>Claim Forms</u> New York Life will send the claimant claim forms within 10 days after notice of claim is received. If New York Life does not send the forms within 10 days, the claimant can send written proof of claim. The claim form or proof must show the date, cause and extent of the loss.

2. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the General Provisions page(s) of the Policy and on the Important Notice page(s) of the Certificate is replaced by the following:

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Arkansas

Secretary

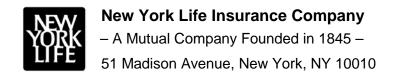
# **ARKANSAS REGULATIONS**

The following applies to Arkansas residents:

The following notice is attached to the Face Page of the Policy and Certificate:

FOR INFORMATION OR TO MAKE A COMPLAINT, CALL 1-800-257-3220

If you need information about your insurance or should any dispute arise about your premium or about a claim that you have filed, call New York Life at the number listed above or contact the Arkansas Insurance Department, 1200 West Third Street, Little Rock, AR, 72201, (501) 371-2640 or toll-free at 1-800-282-9134



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

California

Caratana

# **CALIFORNIA REGULATIONS**

The following applies to California residents:

- 1. For the purpose of providing coverage for dependent children, regardless of marital status, from birth to age 26:
  - (a) Item 8. on the When Insurance Ends page is revised as follows:
    - 8. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) becomes an INSURED MEMBER; or (b) with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support.
  - (b) Item 2. of the Class 1 ELIGIBLE DEPENDENT definition on the Definitions page(s) is revised as follows:
    - 2. natural child, stepchild, or adopted child, who:
      - a. with respect to the stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, or adopted child is substantially dependent upon the family for support;
      - b. has not exceeded the MAXIMUM ELIGIBILITY AGE;
      - c. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
      - d. is not an ELIGIBLE MEMBER.
  - (c) The MAXIMUM ELGIBILITY AGE definition in the Definitions page(s) is revised as follows:

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 64; ELIGIBLE SPOUSE, through age 64; or ELIGIBLE CHILD, through age 25.

(d) The TERMINATION AGE DATE definition on the Definitions page(s) is revised as follows:

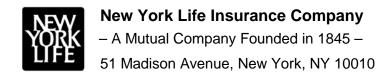
**TERMINATION AGE DATE** means the date insurance for a COVERED PERSON ends due to his or her attainment of the stated AGE, as follows:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER reaches AGE 80;
- 2. the last day of the INSURANCE PERIOD during which the INSURED SPOUSE reaches AGE 80; or
- 3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 26.
- (e) The last paragraph of the Waiver Of Contribution Benefit paragraph on the Continuance page(s) is revised as follows:

Insurance on an INSURED DEPENDENT will end before the benefit ends, if such dependent: (1) reaches his or her TERMINATION AGE DATE; (2) becomes an INSURED MEMBER; (3) for an INSURED SPOUSE, ceases to be the lawful, married spouse of the INSURED MEMBER; or (4) for an INSURED CHILD: with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support.

- 2. For the purpose of extending the Grace Period, item 4. on the When Insurance Ends page is revised, as follows:
  - 4. the last day of the Grace Period, stated below, that follows the end of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid for the COVERED PERSON.

Grace Period – The COVERED PERSON is entitled to a Grace Period of 60 days for the payment of each CONTRIBUTION due except for the first. During the Grace Period, the COVERED PERSON'S insurance continues in force. If the CONTRIBUTION due is not paid before the end of the Grace Period, the COVERED PERSON'S insurance automatically ends on the last day of such Grace Period.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Connecticut

Secretary

# **CONNECTICUT REGULATIONS**

The following applies to Connecticut residents:

1. The following Notice is added to the Face Page of the Policy and Certificate:

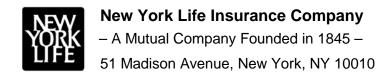
# This policy is not a long-term care policy as defined in sections 38a-501 and 38a-528 of the Connecticut General Statutes.

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

**Felonious Act/Occupation** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S incarceration or participation in an illegal occupation or activity of a felonious nature.

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

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Florida

Camatamy

#### **FLORIDA REGULATIONS**

The following applies to Florida residents:

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

# FOR INFORMATION OR TO MAKE A COMPLAINT, CALL 1-800-257-3220

If you need information about your insurance or should any dispute arise about your premium or claim that you have filed, call New York Life at the toll-free number listed above.

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

#### NOTICE

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

- 3. The No Interim Liability section on the face page of the Policy and the Certificate is deleted.
- 4. For the purpose of revising the definition of Terminal Illness to include the wording "if the illness runs its normal course" the Accelerated Death Benefit paragraph on the Life and Dependent Life Insurance page(s) is revised as follows:
  - <u>Accelerated Death Benefit</u> The Accelerated Death Benefit is available to a COVERED PERSON who has a Terminal Illness ("Terminal Illness" is a medical condition where the patient has a life expectancy of 24 months or less if the illness runs its normal course).
- 5. For the purpose of expediting the payment of claims, the first paragraph of the What Benefit Is Payable section of the AD&D Insurance page(s) is replaced with the following:
  - **Covered Loss** The Covered Loss payable is the applicable percentage of the Principal Sum in force for the INSURED MEMBER on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable as soon as New York Life receives satisfactory proof. A single payment is made.
- 6. For the purpose of changing the duration of time allowed to bring legal action, the Legal Action paragraph of the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced with the following:
  - <u>Legal Action</u> The claimant cannot start any legal action after the expiration of the applicable statute of limitations from a claim form or proof of loss is due.
- 7. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the General Provisions page(s) of the Policy and on the Important Notice page(s) of the Certificate is replaced by the following:
  - Incontestability Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased, or restored insurance on a COVERED PERSON after it has been in force for two years under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under, be increased under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

#### FLORIDA REGULATIONS

- 8. For the purpose of revising eligibility for an INSURED CHILD:
  - (a) Item 8. on the When Insurance Ends page(s) is revised as follows:
    - 8. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) is no longer living in the INSURED MEMBER'S household or is no longer a full-time or part-time student; (b) becomes an INSURED MEMBER; or (c) with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support;
  - (b) Item 2 of the ELIGIBLE DEPENDENT definition on the Definitions page(s) is replaced with the following:
    - 2. natural child, stepchild, or adopted child, who:
      - a. is living in the household of the APPLICANT or is a full-time or part-time student;
      - b. with respect to the stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, or adopted child is substantially dependent upon the family for support;
      - c. is at least 15 days old;
      - d. has not exceeded the MAXIMUM ELIGIBILITY AGE;
      - e. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
      - f. is not an ELIGIBLE MEMBER.
- 9. For the purpose of insuring a dependent child at least until the end of the calendar year in which the child reaches the age of 25, the MAXIMUM ELIGIBILITY AGE and TERMINATION AGE DATE definitions on the Definitions page(s) is replaced by the following:

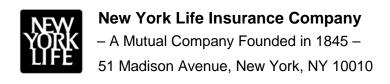
**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 64; ELIGIBLE SPOUSE, through age 64; or ELIGIBLE CHILD, through the end of the calendar year in which the child reaches AGE 25.

**TERMINATION AGE DATE** means the date insurance for a COVERED PERSON ends due to his or her attainment of the stated AGE, as follows:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER reaches AGE 80;
- 2. the last day of the INSURANCE PERIOD during which the INSURED SPOUSE reaches AGE 80; or
- 3. the last day of the calendar year during which the INSURED CHILD reaches AGE 25.
- 10. For the purpose of allowing termination by the Policyholder at anytime without advance notice, the Termination By The Policyholder section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced with the following:

**Termination By The Policyholder** - The Policyholder may terminate the Policy by giving written notice to New York Life.

G-46330-0 GMR-FL



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Idaho

Secretary

# **IDAHO REGULATIONS**

The following applies to Idaho residents:

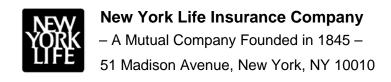
The following Complaint Notice is added to the Policy and Certificate:

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

Idaho Department of Insurance Consumer Affairs 700 W. State Street, 3<sup>rd</sup> Floor P.O. Box 83720 Boise, ID 83720-0043

Toll free: 1-800-721-3272 or 208-334-4250

www.DOI.Idaho.gov



to be attached to and made a part of the Certificate

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**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

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

Illinois

Secretary

# **ILLINOIS REGULATIONS**

The following applies to Illinois residents:

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

# **Complaint Notice**

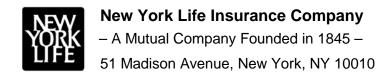
If you have a complaint concerning your group insurance plan, you may write to New York Life or to the Illinois Department of Insurance. In this regard, Section 50 Ill. Adm. Code 931.10 et al. of the Illinois Administrative Code requires notification of the following addresses:

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

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

Illinois Department of Insurance Consumer Division 100 W. Randolph Street, Suite 9-301 Chicago, IL 60601-3251

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Indiana

Secretary

# **INDIANA REGULATIONS**

The following applies to Indiana residents:

The following complaint notice is added to the Face Page of the Certificate:

# **Complaint Notice**

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

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

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

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

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

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



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**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

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

Kentucky

Secretary

# **KENTUCKY REGULATIONS**

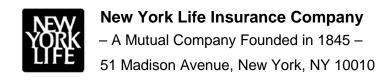
The following applies to Kentucky residents:

1. The following notice is added to the Face Page of the Policy and Certificate:

### READ YOUR CERTIFICATE CAREFULLY

2. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the General Provisions page(s) of the Policy and on the Important Notice page(s) of the Certificate is replaced by the following:

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Louisiana

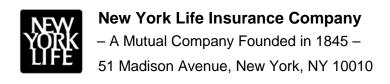
Secretary

# **LOUISIANA REGULATIONS**

The following applies to Louisiana residents:

- 1. For the purpose of deleting all references to "drugs" and renaming as "Intoxicants/Narcotics," the Drugs item in the Exclusion section of the AD&D Insurance page(s) is replaced by the following:
  - **Intoxicants/Narcotics** A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S: (a) use of intoxicants, narcotics, barbiturates or hallucinogenic agents, unless such use is as prescribed by a doctor, other than the INSURED MEMBER, or accidentally administered; or (b) use of alcohol.
- 2. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the General Provisions page(s) of the Policy and on the Important Notice page(s) of the Certificate is replaced by the following:

<u>Incontestability</u> - Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased, or restored insurance on a COVERED PERSON after it has been in force for two years under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under, be increased under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Maryland

Secretary

## **MARYLAND REGULATIONS**

The following applies to Maryland residents:

The following is added to the Face Page of the Certificate:

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Massachusetts

Secretary

### **MASSACHUSETTS REGULATIONS**

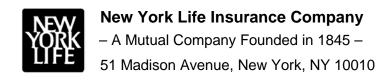
The following applies to Massachusetts residents:

1. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the General Provisions page(s) of the Policy and on the Important Notice page(s) of the Certificate is replaced by the following:

<u>Incontestability</u> - Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased, or restored insurance on a COVERED PERSON after it has been in force for two years under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under, be increased under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

2. For the purpose of clarification, the War Conditions item in the Exclusions section of the AD&D Insurance page(s) is replaced by the following:

War Conditions - A loss that: is the result of war or an act of war, if the loss occurs while the INSURED MEMBER is serving in the military or within six months after termination of service in the military forces. "War" includes, but is not limited to, declared war and armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organization. "Act of War" means any act peculiar to military, naval or air operations in time of war. "Military" includes a person serving on active, Reserve or Guard Duty.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Minnesota

Secretary

#### MINNESOTA REGULATIONS

The following applies to Minnesota residents:

1. The following notices are added to the Face Page of the Policy and Certificate:

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

2. For the purpose of requiring a signed acknowledgment of concurrence for payout from the assignee or irrevocable beneficiary, the Accelerated Death Benefit provision in the For The Benefit To Be Paid section on the Life and Dependent Life Insurance pages(s) is replaced by the following:

Accelerated Death Benefit For the Accelerated Death Benefit to be paid, the INSURED MEMBER must give: (1) the Policyholder a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness no later than 12 months before such COVERED PERSON'S TERMINATION AGE DATE; and (3) a signed acknowledgement of concurrence for the benefit from the assignee or irrevocable beneficiary.

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

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

4. For the purpose of clarifying alternative payment methods a beneficiary may elect, the Payment In Installments section of the Life and Dependent Life Insurance page(s) is added to the Policy:

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

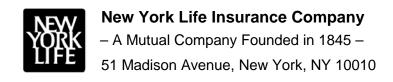
5. For the purpose of stating that a conversion right is always available and to clarify the amount of insurance such COVERED PERSON can convert, the When A Conversion Right Is Available and What Amount Can Be Converted sections on the Conversion Rights page are replaced by the following:

<u>When A Conversion Right Is Available</u> A conversion right is available to each COVERED PERSON for whom insurance ends.

What Amount Can Be Converted The COVERED PERSON can convert all or any part of the insurance that ends.

#### MINNESOTA REGULATIONS

- 6. For the purpose of clarifying the exclusion, the Air Travel item on the Exclusions section of the AD&D Insurance page(s) is replaced by the following:
  - **Air Travel** A loss that occurs during or is a direct result of the INSURED MEMBER'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight. The exclusion does not apply to: (a) an INSURED MEMBER traveling solely as a passenger; and (b) a loss that occurs after five years from the INSURANCE DATE, except that it will apply to INSURED MEMBERS who have received aeronautic or aviation training or whose occupation entails duty aboard aircraft in flight, regardless of the time insured under the Policy.
- 7. For the purpose of modifying the Crime/Illegal Occupation/Illegal Activity exclusion to delete references to "Illegal Activity" and "terrorist activity" and to replace the term "Crime" with the term "Felony", the Crime/Illegal Occupation/Illegal Activity exclusion on the AD&D Insurance page(s) is revised as follows:
  - **Felony/Illegal Occupation** A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation; (c) an insurrection; or (d) a riot.
- 8. For the purpose of clarifying the exclusion, the Drugs item on the Exclusions section of the AD&D Insurance page is replaced by the following:
  - **Drugs** A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S: (a) use of any narcotic, unless such use is as prescribed by a doctor, other than the INSURED MEMBER, or accidentally administered; or (b) operating a motor vehicle under the influence of alcohol, as evidenced by a blood alcohol level in excess of the state legal intoxication limit.
- 9. For the purpose of extending the length of time during which a claim form or proof of loss is due, the Legal Action section of the General Provisions page(s) of the Policy and Important Notice page(s) of the Certificate is replaced with the following:
  - <u>Legal Action</u> The claimant cannot start any legal action: (a) within 60 days after a claim form or proof of loss is sent; or (b) more than five years after a claim form or proof of loss is due.
- 10. For the purpose of adding grandchild to the definition of ELIGIBLE DEPENDENT, Item 2. of the ELIGIBLE DEPENDENT definition on the Definitions page(s) is revised, as follows:
  - 2. natural child, grandchild, stepchild, or adopted child, who:
    - a. is not married;
    - b. with respect to the stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, or adopted child is substantially dependent upon the family for support;
    - c. is at least 15 days old;
    - d. has not exceeded the MAXIMUM ELIGIBILITY AGE;
    - e. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
    - f. is not an ELIGIBLE MEMBER.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Mississippi

Secretary

#### MISSISSIPPI REGULATIONS

The following applies to Mississippi residents:

1. For the purpose of providing the INSURED MEMBER with notification of the effect the payment of the Accelerated Death Benefit will have on the Death Benefit, the face amount, and the future contributions, the Accelerated Death Benefit item of the For the Benefit To Be Paid section of the Life and Dependent Life Insurance page(s) is replaced by the following:

Accelerated Death Benefit For the Accelerated Death Benefit to be paid, the INSURED MEMBER must give: (1) the Policyholder a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness, no later than 12 months before such COVERED PERSON'S TERMINATION AGE DATE.

Each time the benefit is paid, New York Life will send to the INSURED MEMBER a statement which will specify the effect the payment of the Accelerated Death Benefit will have on the Death Benefit, the face amount and future contributions.

2. For the purpose of ensuring that the benefit is payable within 30 days of receipt of satisfactory proof, the Covered Loss provision in the What Benefit Is Payable section on the AD&D page(s) is revised, as follows:

**Covered Loss** - The Covered Loss payable is the applicable percentage of the Principal Sum in force for the INSURED MEMBER on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 30 days after receipt of satisfactory proof. A single payment is made.



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**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

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

Missouri

Secretary

### **MISSOURI REGULATIONS**

The following applies to Missouri residents:

For the purpose of limiting the time from an INSURANCE DATE that a COVERED PERSON'S death can be excluded, the Suicide exclusion in the Death Benefit section of the Life and Dependent Life Insurance page(s) is replaced with the following:

**Suicide -** A COVERED PERSON'S death is excluded if it: (a) is due to or related to and/or occurs during suicide, an attempt at suicide or intentionally injuring himself or herself; and (b) occurs within 12 months from an INSURANCE DATE; whether such COVERED PERSON is sane or insane. The only amount payable is a return of the applicable CONTRIBUTIONS.



to be attached to and made a part of the Certificate

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Montana

Secretary

### **MONTANA REGULATIONS**

The following applies to Montana residents:

- 1. For the purpose of ensuring that the benefit is payable within 30 days of receipt of satisfactory proof, the Covered Loss item in the What Benefit Is Payable section on the AD&D page(s) is revised, as follows:
  - **Covered Loss** The Covered Loss payable is the applicable percentage of the Principal Sum in force for the INSURED MEMBER on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 30 days after receipt of satisfactory proof. If settlement is made after the first 30 days after receipt of satisfactory proof of death, the settlement shall include interest from the 30<sup>th</sup> day until settlement. Interest shall be paid at the discount rate on a 90-day commercial paper in effect at the Ninth District Federal Reserve Bank at the time of proof of death. A single payment is made.
- 2. For the purpose of revising the length of time a COVERED PERSON must be continually insured under the Policy in order to exercise his or her right to convert, the When A Conversion Right Is Available and What Amount Can Be Converted sections on the Conversion Rights page are replaced by the following:
  - When A Conversion Right Is Available insurance ends or reduces, if insurance ends or reduces, if insurance ends or reduces for any reason other than: (a) nonpayment of the CONTRIBUTION; or (b) the COVERED PERSON requests to end such insurance. However, if insurance ends because the Policy terminates or changes for the group of insureds to which the COVERED PERSON belongs, a conversion right is only available if the COVERED PERSON has been continuously insured under the Policy for at least three years.

G-46330-0 GMR-MT



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

New Hampshire

Secretary

#### **NEW HAMPSHIRE REGULATIONS**

The following applies to New Hampshire residents:

- 1. For the purpose of deleting the 60 day period following the Conversion Period for notice of conversion right, the Notice Of Conversion Right section on the Conversion Rights page(s) is replaced by the following:
  - Notice Of Conversion Right If a COVERED PERSON has not been given notice of his or her conversion right before the 15th day of the Conversion Period, he or she will have an additional period within which he or she can exercise a conversion right. The additional period will: (a) not extend insurance beyond the end of the 31 day Conversion Period; and (b) end on the 15th day after such COVERED PERSON is given such notice. Written notice presented to the COVERED PERSON or mailed to his or her last known address by New York Life or the Policyholder will be deemed notice.
- 2. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the General Provisions page(s) of the Policy and on the Important Notice page(s) of the Certificate is replaced by the following:

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

North Carolina

Secretary

#### NORTH CAROLINA REGULATIONS

The following applies to North Carolina residents:

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

### **IMPORTANT NOTICE TO INSURANCE FIDUCIARIES**

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

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

### READ YOUR CERTIFICATE CAREFULLY

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

IMPORTANT CANCELLATION INFORMATION PLEASE READ THE "WHEN INSURANCE ENDS" PAGE

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

3. The Certificate item on the Important Notice page of the Certificate is revised as follows:

<u>Certificate</u> The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The INSURED MEMBER should contact the New York Life with questions regarding insurance.

G-46330-0 GMR-NC

#### NORTH CAROLINA REGULATIONS

- 4. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability Insurance on Covered Persons item of the General Provisions pages of the Policy and the Important Notice pages of the Certificate is replaced by the following:
  - Insurance On Covered Persons Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased, or restored insurance on a COVERED PERSON after it has been in force for two years under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under, be increased under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.
  - 5. For the purpose of deleting reference to "terrorism", the Crime/Illegal Occupation/Illegal Activity exclusion on the AD&D page(s) is revised as follows:
    - **Crime/Illegal Occupation/Illegal Activity** A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; or (d) a riot.
- 6. For the purpose of adding references to involuntary exposure to contaminated material and accidental ptomaine poisoning, the Disease/Infirmity Exclusion on the AD&D page(s) is revised as follows:
  - **Disease/Infirmity** A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (1) accidental cut or wound; or (2) accidental ingestion of, or involuntary exposure to, contaminated material; or (3) accidental ptomaine poisoning.
- 7. For the purpose of allowing the INSURED MEMBER 180 days to provide satisfactory proof of loss, the For The Benefits To Be Paid section of the AD&D Insurance page(s) is revised as follows:
  - For The Benefit To Be Paid For a Covered Loss to be paid, New York Life must: (a) receive satisfactory proof of the INSURED MEMBER'S loss within 180 days after such loss. If it is not possible to give proof within such 180 day period, it must be given as soon as reasonably possible; and (b) determine that the loss is a Covered Loss.
- 8. For the purpose of adding "authorized agent", the Notice of Claim item on the General Provisions page(s) of the Policy and Important Notice page(s) of the Certificate is replaced by the following:
  - <u>Notice of Claim</u> The INSURED MEMBER must write to New York Life or its authorized agent about a claim within 20 days after the occurrence of any loss covered under the Policy. If it is not possible to give notice within 20 days, it must be given as soon as reasonably possible.
- 9. For the purpose of paying a benefit for a covered loss immediately upon receipt of satisfactory proof, the Covered Loss item in the What Benefit Is Payable section on the AD&D page(s) is revised as follows:
  - **Covered Loss** The Covered Loss payable is the applicable percentage of the Principal Sum in force for the INSURED MEMBER on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable immediately after receipt of satisfactory proof. A single payment is made.

G-46330-0 GMR-NC

#### NORTH CAROLINA REGULATIONS

- 10. For the purpose of considering foster children as eligible dependents and for not denying enrollment of a child based upon the child being substantially dependent on the parent for financial support and for insuring a child at birth:
  - (a) Item 8. of the When Insurance Ends page is revised, as follows:
    - 8. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) marries; or (b) becomes an INSURED MEMBER.
  - (b) Item 2. in the definition of ELIGIBLE DEPENDENT on the Definitions page(s) is replaced with the following:
    - 2. natural child, stepchild, adopted child or foster child, who:
      - a. is not married;
      - b. has not exceeded the MAXIMUM ELIGIBILITY AGE;
      - c. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
      - d. is not an ELIGIBLE MEMBER.

Reference to an ELIGIBLE CHILD also includes a child who is in the custody of the APPLICANT pursuant to a court or administrative order.

(c) the Amounts Of Life Insurance Available For Eligible Child(ren) paragraph on the Schedule page is replaced with the following:

# Amounts Of Life Insurance Available For Eligible Child(ren)

	Plan A	Plan B
Insured Child's Attained Age	Amount of Insurance	Amount of Insurance
Before 6 months	\$ 750	\$ 1,500
6 months but before the		
TERMINATION AGE DATE	\$7,500	\$15,000



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

North Dakota

Secretary

### NORTH DAKOTA REGULATIONS

The following applies to North Dakota residents:

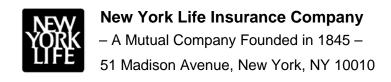
- 1. For the purpose of reducing the suicide exclusion to within 12 months from an INSURANCE DATE, the Suicide exclusion in the What Benefit Is Payable section of the Life and Dependent Life Insurance page(s) is replaced by the following:
  - **Suicide** A COVERED PERSON'S death is excluded if it: (a) is due to or related to and/or occurs during suicide, an attempt at suicide or intentionally injuring himself or herself; and (b) occurs within 12 months from an INSURANCE DATE; whether such COVERED PERSON is sane or insane. The only amount payable is a return of the applicable CONTRIBUTIONS.
- 2. For the purpose of covering dependent children up to age 26 if a full time student:
  - (a) The MAXIMUM ELGIBILITY AGE definition in the Definitions page(s) is revised as follows:

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 64; ELIGIBLE SPOUSE, through age 64; or ELIGIBLE CHILD, through age 25 if a full-time student.

(b) The TERMINATION AGE DATE definition on the Definitions page(s) is revised as follows:

**TERMINATION AGE DATE** means the date insurance for a COVERED PERSON ends due to his or her attainment of the stated AGE, as follows:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER reaches AGE 80;
- 2. the last day of the INSURANCE PERIOD during which the INSURED SPOUSE reaches AGE 80; or
- 3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 23, or if the child is a full-time student, reaches AGE 26, or any other age up to AGE 26 if the child is no longer a full-time student.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Ohio

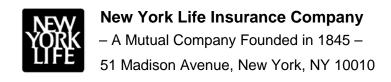
Secretary

#### **OHIO REGULATIONS**

The following applies to Ohio residents:

- 1. For the purpose of requiring a signed acknowledgment of concurrence for payout from the assignee or irrevocable beneficiary, the Accelerated Death Benefit provision in the For The Benefit To Be Paid section on the Life and Dependent Life Insurance pages(s) is replaced by the following:
  - Accelerated Death Benefit For the Accelerated Death Benefit to be paid, the INSURED MEMBER must give: (1) the Policyholder a completed, written request for the benefit on a form satisfactory to New York Life; (2) New York Life satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness no later than 12 months before such COVERED PERSON'S TERMINATION AGE DATE; and (3) New York Life must receive a signed acknowledgement of concurrence for the benefit from the assignee or irrevocable beneficiary.
- 2. For the purpose of deleting the requirement that the beneficiary and/or ownership be approved as a condition of acceptance, the Request Procedure section of the Life and Dependent Life Insurance page(s) is replaced by the following:
  - **Request Procedure** To: (a) designate a beneficiary or change a beneficiary designation; and/or (b) transfer ownership; New York Life must be given a completed, written request on a form satisfactory to it. Such request must be recorded by New York Life. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by or on behalf of New York Life before the recording.
- 3. For the purpose of stating that any conflict between the terms of the Certificate and the Policy will be decided in favor of the Certificate, the Insured Member's Individual Certificate provision on the General Provisions page(s) of the Policy and the Certificate provision on the Important Notice page(s) of the Certificate are revised as follows:
  - <u>Insured Member's Individual Certificate</u> New York Life will issue to the Policyholder an individual certificate to be given to each INSURED MEMBER. Such certificate will state: (a) the insurance to which the INSURED MEMBER is entitled; (b) the essential features of the insurance; and (c) to whom benefits are payable. Any conflict between the terms of the individual certificate and the Policy will be decided in favor of the Certificate.
  - <u>Certificate</u> The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Certificate. A copy of the Policy is available at the Policyholder's office for inspection during business hours. The INSURED MEMBER should contact New York Life with questions regarding insurance.
- 4. The Drug Exclusion on the AD&D Insurance page(s) is deleted in its entirety.
- 5. For the purpose of extending the time period during which a claimant can start any legal action, the Legal Action section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Oklahoma

Secretary

#### OKLAHOMA REGULATIONS

The following applies to Oklahoma residents:

- 1. The following notice is added to the Face Page of the Certificate:
  - **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- 2. For the purpose of deleting all references to "drugs" and renaming as "Narcotics," the Drugs item in the Exclusion section of the AD&D Insurance page(s) is replaced by the following:
  - **Narcotics** A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER being under the influence of any narcotic unless administered on the advice of a doctor.
- 3. For the purpose of clarification, the War Conditions item in the Exclusions section of the AD&D Insurance page(s) is replaced by the following:
  - **War Conditions** A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S engagement in war, an act of war, declared or undeclared, while serving in the military or any auxiliary unit attached to the military or working in an area of war whether voluntary or as required by an employer.
- 4. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability Insurance on Covered Persons item of the General Provisions pages of the Policy and the Important Notice pages of the Certificate is replaced by the following:
  - Insurance On Covered Persons Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased, or restored insurance on a COVERED PERSON after it has been in force for two years under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under, be increased under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.
- 5. For the purpose of not automatically terminating coverage on an INSURED CHILD who marries or is no longer financially dependent, and extending the limiting age for a child and for providing coverage for ELIGIBLE CHILD(REN) from birth:
  - (a) Item 8. on the When Insurance Ends page is revised as follows:
    - 8. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD becomes an INSURED MEMBER.
  - (b) Item 2. of the ELIGIBLE DEPENDENT definition on the Definitions page(s) is revised as follows:
    - 2. natural child, stepchild, or adopted child, who:
      - a. has not exceeded the MAXIMUM ELIGIBILITY AGE;
      - b. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
      - c. is not an ELIGIBLE MEMBER.

#### OKLAHOMA REGULATIONS

(c) the last paragraph of the Waiver Of Contribution Benefit paragraph on the Continuance page(s) is revised as follows:

Insurance on an INSURED DEPENDENT will end before the benefit ends, if such dependent: (1) reaches his or her TERMINATION AGE DATE; (2) becomes an INSURED MEMBER; (3) for an INSURED SPOUSE, ceases to be the lawful, married spouse of the INSURED MEMBER; or (4) for an INSURED CHILD: with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support.

(d) The MAXIMUM ELGIBILITY AGE definition in the Definitions page(s) is revised as follows:

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 64; ELIGIBLE SPOUSE, through age 64; or ELIGIBLE CHILD, to age 22, or 22 years or older if attending an educational institution.

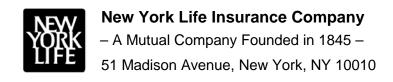
(e) The TERMINATION AGE DATE definition on the Definitions page(s) is revised as follows:

**TERMINATION AGE DATE** means the date insurance for a COVERED PERSON ends due to his or her attainment of the stated AGE, as follows:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER reaches AGE 80;
- 2. the last day of the INSURANCE PERIOD during which the INSURED SPOUSE reaches AGE 80; or
- 3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 23, or if AGE 23 or older, the age when the child is no longer attending an educational institution.
- (f) The Amounts Of Life Insurance Available For Eligible Child(ren) paragraph on the Schedule page is replaced with the following:

### **Amounts Of Life Insurance Available For Eligible Child(ren)**

	Plan A	Plan B
Insured Child's Attained Age	Amount of Insurance	Amount of Insurance
Before 6 months	\$ 750	\$ 1,500
6 months but before the		
TERMINATION AGE DATE	\$7,500	\$15,000



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Oregon

Secretary

### **OREGON REGULATIONS**

The following applies to Oregon residents:

As a result of Oregon's life disclosure requirements on small face amount policies, the minimum Amount Of Life Insurance Available For Eligible Members and the minimum Amount Of Life Insurance Available For Eligible Spouses on the Schedule page is increased as follows:

## **Amount Of Life Insurance Available For Eligible Members**

\$20,000 to \$745,000 in \$5,000 multiples; \$750,000 to \$1,000,000 in \$50,000 multiples

## **Amount Of Life Insurance Available For Eligible Spouses**

\$16,000 to \$1,000,000 in \$1,000 multiples

Except that, the ELIGIBLE SPOUSE of an ELIGIBLE MEMBER cannot be insured for an Amount of Life Insurance which exceeds the Amount of Life Insurance for which such ELIGIBLE MEMBER is insured.



to be attached to and made a part of the Certificate

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CONTRACT STATE ILLINOIS

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South Carolina

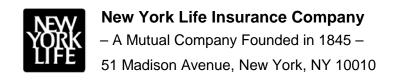
Secretary

## **SOUTH CAROLINA REGULATIONS**

The following applies to South Carolina residents:

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

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

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

South Dakota

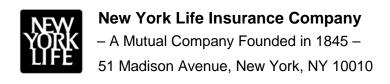
Secretary

#### **SOUTH DAKOTA REGULATIONS**

The following applies to South Dakota residents:

- 1. For the purpose of clarifying that "loss that occurs during the covered person's commission of a felony", the Crime/Illegal Occupation/Illegal Activity exclusion on the AD&D Insurance page(s) is replaced by the following:
  - Crime/Illegal Occupation/Illegal Activity A loss that occurs during the INSURED MEMBER'S commission of a felony.
- 2. The Drugs exclusion on the AD&D Insurance page(s) is deleted.
- 3. For the purpose of only permitting the suicide exclusion if the insured was deemed sane, the Self-Inflicted Injury/Suicide exclusion on the AD&D Insurance page(s) is replaced by the following:

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



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

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

Texas

Secretary

#### **TEXAS REGULATIONS**

The following applies to Texas residents:

1. The following notice is added above the first provisions on the first page of the Policy and Certificate:

### **NOTICE**

THE POLICY IS SUBJECT TO AN INCREASE IN PREMIUM AT TIME OF RENEWAL AND THE INSURANCE ON A COVERED PERSON IS SUBJECT TO NONRENEWAL ON THE COVERED PERSON ATTAINING A CERTAIN AGE

### **DISCLOSURE**

THE ACCELERATION-OF-LIFE-INSURANCE BENEFITS OFFERED UNDER THE POLICY MAY OR MAY NOT QUALIFY FOR FAVORABLE TAX TREATMENT UNDER THE INTERNAL REVENUE CODE OF 1986. WHETHER SUCH BENEFITS QUALIFY DEPENDS ON FACTORS SUCH AS YOUR LIFE EXPECTANCY AT THE TIME BENEFITS ARE ACCELERATED OR WHETHER YOU USE THE BENEFITS TO PAY FOR NECESSARY LONG - TERM CARE EXPENSES, SUCH AS NURSING HOME CARE. IF THE ACCELERATION - OF - LIFE INSURANCE BENEFITS QUALIFY FOR FAVORABLE TAX TREATMENT, THE BENEFITS WILL BE EXCLUDABLE FROM YOUR INCOME AND NOT SUBJECT TO FEDERAL TAXATION. TAX LAWS RELATING TO ACCELERATION - OF - LIFE INSURANCE BENEFITS ARE COMPLEX. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH YOU COULD RECEIVE ACCELERATION - OF - LIFE INSURANCE BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL LAW.

## **DISCLOSURE**

RECEIPT OF ACCELERATION – OF - LIFE-INSURANCE BENEFITS MAY AFFECT YOUR, YOUR SPOUSE OR YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT YOU, YOUR SPOUSE AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.

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

### DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID

- 3. For the purpose of revising the definition of Terminal Illness, the Accelerated Death Benefit item on the Life and Dependent Life Insurance pages is revised as follows:
  - <u>Accelerated Death Benefit</u> The Accelerated Death Benefit is available to a COVERED PERSON who has a Terminal Illness. ("Terminal Illness" is an illness or physical condition, including a physical injury that can reasonably be expected to result in death in two years or less.)
- 4. For the purpose of deleting the phrase "descent from", the Air Travel item in the Exclusions section on the AD&D Insurance page(s) is replaced by the following:
  - **Air Travel** A loss that occurs during or is a direct result of the INSURED MEMBER'S travel in, travel on, fall from any aircraft while such aircraft is in flight, unless the INSURED MEMBER is traveling solely as a passenger on a licensed, commercial, non-military aircraft.

#### TEXAS REGULATIONS

- 5. For the purpose of amending the provision to include that, at its own expense, an insurer may request additional medical diagnosis to determine whether the COVERED PERSON has a Terminal Illness, the Accelerated Death Benefit provision in the For The Benefit To Be Paid section on the Life and Dependent Life Insurance page(s) is replaced by the following:
  - Accelerated Death Benefit For the Accelerated Death Benefit to be paid, the INSURED MEMBER must give: (1) the Policyholder a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness, no later than 12 months before such COVERED PERSON'S TERMINATION AGE DATE. New York Life may, at its own expense, request an additional examination. Based upon the results of the additional examination(s) and in conjunction with the medical proof provided by the COVERED PERSON, New York Life will determine whether or not the COVERED PERSON has a Terminal Illness. If there is a conflict in opinion between a COVERED PERSON'S doctor or physician and New York Life's doctor or physician to substantiate any claim under the Policy, New York Life will investigate the issue so that it can be resolved as fairly as possible and make a determination.
- 6. For the purposes of clarification, the Death Benefit subsection in the What Benefit is Payable section on the Life and Dependent Life Insurance pages is replaced by the following:
  - Death Benefit Except as stated below, the Death Benefit payable is the amount of insurance in force for the COVERED PERSON on the date of his or her death, less the amount paid on his or her behalf under the Accelerated Death Benefit. A single payment is made. New York Life will pay interest on the Death Benefit from the date of the COVERED PERSON'S death until the date of payment. Interest will be at the greater of the annual interest rate declared annually by New York Life's Board of Directors for policy proceeds left with New York Life or the minimum required by state law. New York Life will refund any CONTRIBUTION paid beyond the date of the COVERED PERSON'S death. New York Life's general practice is to pay the Death Benefit immediately upon receipt of satisfactory proof of the COVERED PERSON'S death, but in no event will the Death Benefit be paid later than two months after the date New York Life receives satisfactory proof and of the right of the claimant to the Death Benefit.
- 7. For the purpose of increasing the proof of loss time period, the For The Benefit To Be Paid section on the AD&D Insurance page(s) is replaced by the following:
  - **For The Benefit To Be Paid** For a Covered Loss to be paid, New York Life must: (a) receive satisfactory proof of the INSURED MEMBER'S loss within 91 days after such loss. If it is not possible to give proof within such 91 day period, it must be given as soon as reasonably possible; and (b) determine that the loss is a Covered Loss.
- 8. The Repatriation Benefit in the What Benefit Is Payable section on the AD&D Insurance page(s) has been deleted.
- 9. For the purpose of deleting the Transfer of Ownership provision and replacing it with the Non-Assignability provision, the AD&D Insurance page is revised as follows:

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

#### TEXAS REGULATIONS

10. For the purpose of limiting an insurer in the amount of times they may request proof of the INSURED CHILD'S handicap, the Handicapped Child Benefit section of the Continuance page(s) is revised as follows:

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

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

The benefit will end on the earliest of the following:

- 1. the last day of the INSURANCE PERIOD during which such child is no longer so Handicapped;
- 1. the date New York Life does not receive the required proof that such child remains Handicapped as required by New York Life but no more frequently than annually after the second anniversary of the date the child attains limiting age; or
- 2. the date insurance would otherwise end as stated on the When Insurance Ends page(s).
- 11. For the purpose of limiting the number of times New York Life may examine a person for whom claim is made and deleting the right to audit financial records, the Examination section on the General Provisions page(s) of Policy and the Important Notice page(s) in the Certificate is revised as follows:

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

- 1. have a person, for whom claim is made, examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending, but not m ore than once in a three-month period; and/or
- 2. in the event of loss of life: (a) request an autopsy where it is not forbidden by law or religious belief; and/or (b) examine the medical records of the deceased; to determine the cause of the loss.
- 12. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only and adding "in the absence of fraud" language, the Insurance On Covered Persons item of the Incontestability section on the General Provisions page(s) of the Policy and the Incontestability section on the Important Notice page(s) of the Certificate is replaced by the following:

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

- 13. For the purpose of requiring an insurer to provide a reasonable death benefit in the event of a misstatement, the following is added as Item 3 of the Misstatements paragraph on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate:
  - 3. Regardless of any MAXIMUM ELIGIBILITY AGE, a reasonable death benefit in excess of the CONTRIBUTION made by the COVERED PERSON shall be offered.

G-46330-0 GMR-TX

#### TEXAS REGULATIONS

- 14. For the purpose of adding a grandchild and an adopted grandchild to the ELIGIBLE DEPENDENT definition; insuring an ELIGIBLE CHILD from birth, providing coverage for dependent children, regardless of marital status; deleting the requirement that a dependent child be financially dependent upon the family for support; and raising the eligibility age:
  - (a) Item 2 of the ELIGIBLE DEPENDENT definition on the Definitions page(s) is revised as follows:
    - 2. natural child, stepchild, adopted child, grandchild or adopted grandchild, who:
      - a. with respect to the grandchild, is considered a dependent of the APPLICANT for federal income tax purposes;
      - b. has not exceeded the MAXIMUM ELIGIBILITY AGE:
      - c. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
      - d. is not an ELIGIBLE MEMBER.
  - (b) the Amounts Of Life Insurance Available For Eligible Child(ren) paragraph on the Schedule page(s) is revised as follows:

# **Amounts Of Life Insurance Available For Eligible Child(ren)**

	Plan A	Plan B
Insured Child's Attained Age	Amount of Insurance	Amount of Insurance
From birth but before 6 months	\$ 750	\$ 1,500
6 months but before the		
TERMINATION AGE DATE	\$7,500	\$15,000

- (c) Item 8 on the When Insurance Ends page is revised as follows:
  - 8. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD becomes an INSURED MEMBER.
- (d) the MAXIMUM ELIGIBILITY AGE definition on the Definitions page(s) is revised as follows:

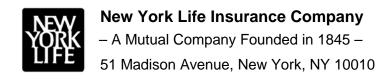
**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 64; ELIGIBLE SPOUSE, through age 64; or ELIGIBLE CHILD, through age 24.

(e) the TERMINATION AGE DATE definition on the Definitions page(s) is revised as follows:

**TERMINATION AGE DATE** means the date insurance for a COVERED PERSON ends due to his or her attainment of the stated AGE, as follows:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER reaches AGE 80;
- 2. the last day of the INSURANCE PERIOD during which the INSURED SPOUSE reaches AGE 80; or
- 3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 25.
- 15. For the purpose of providing coverage for a natural child or adopted child who is physically or mentally disabled and under the APPLICANT'S supervision Item 3 is added to the definition of ELIGIBLE DEPENDENT as follows:
  - 3. a natural child or adopted child who is physically or mentally disabled and under the APPLICANT'S supervision.
- 16. For the purpose of expanding the definition of an ELIGIBLE CHILD, the following is added to the definition of ELIGIBLE DEPENDENT on the Definitions page as follows:

References to a child considers a child to be the child of an insured if the insured must provide medical support for such child under an order issued under Chapter 154, Family Code, or enforceable by a court in the state of Texas.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Vermont

Secretary

Chairman and CEO

#### VERMONT REGULATIONS

The following applies to Vermont residents:

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

#### READ YOUR CERTIFICATE CAREFULLY

Coverage is provided under a group master policy issued in another state.

In the event that a conflict exists between the Policy and the Certificate, the provisions of the Certificate and of Vermont law will control.

2. For the purpose of revising the definition of Covered Loss to delete references to "independent of all other causes," Item 1. of Covered Loss section on the AD&D Insurance page(s) is replaced by the following:

## **Covered Loss** A Covered Loss is a loss that:

- 1. an INSURED MEMBER suffers, but only if such loss results from an accidental injury and such: (a) loss occurs within 180 days of such injury; (b) injury occurs while he or she is insured under the Policy; and (c) injury is the direct result of the accident.
- 3. For the purpose of revising the Crime/Illegal Occupation/Illegal Activity exclusion to delete all references to "incarceration", "illegal activity" and "terrorist activity" and to replace the provision title term "Crime" with the term "Felony" the Crime/Illegal Occupation/Illegal Activity exclusion on the AD&D Insurance page(s) is revised as follows:
  - **Felony/Illegal Occupation** A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S participation in any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation; (c) an insurrection; or (d) a riot.
- 4. For the purpose of revising the Disease/Infirmity exclusion to include references to accidental ptomaine poisoning as an exception to bacterial infections, the Disease/Infirmity exclusion in the Exclusions section of the AD&D Insurance page(s) is replaced by the following:
  - **Disease/Infirmity** A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (1) accidental cut or wound; or (2) accidental ingestion of contaminated material or accidental ptomaine poisoning.
- 5. For the purpose of replacing the title "Drugs" with "Substance Abuse" and for excluding losses that occur during; are due to; or are related to alcoholism and drug addiction, the Drugs exclusion section on the AD&D Insurance page(s) is revised as follows:
  - Substance Abuse A loss that: (a) occurs during; (b) is due to; or (c) is related to alcoholism or drug addiction.
- 6. For the purpose of revising the Military Service exclusion to include a pro rata refund of any premium paid for the time period that the insured is covered by military benefits, the Military Service exclusion in the Exclusions section of the AD&D Insurance page(s) is replaced by the following:
  - **Military Service** A loss that results from service in the military, naval or air force of any country, alliance or international organization or in a civilian unit which serves such force. A pro rata refund will be made for any premium paid for the time period the INSURED MEMBER was covered by military benefits.

7. The Treatment exclusion of the Exclusions section on the AD&D Insurance page(s) is deleted.

#### VERMONT REGULATIONS

- 8. For the purpose of revising the War Conditions exclusion to delete reference to an armed conflict which involves the armed forces of one or more countries, and to include the words whether declared or undeclared, the War Conditions exclusion in the Exclusions section of the AD&D Insurance page(s) is replaced by the following:
  - War Conditions A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S engagement in any of the following in a role other than as a victim: (a) in war, or (b) an act of war, whether declared or undeclared.
- 9. For the purpose of deleting the time frame to receive satisfactory proof of a Covered Loss, the For The Benefit To Be Paid provision on the AD&D Insurance page is replaced by the following:
  - **For The Benefit To Be Paid** For a Covered Loss to be paid, New York Life must: (a) receive satisfactory proof of the INSURED MEMBER'S loss as soon as reasonably possible and (b) determine that the loss is a Covered Loss.
- 10. For the purpose of limiting New York Life's right to contest beyond two years based upon eligibility of the COVERED PERSON, the Insurance on Covered Person's item on the Incontestability section on the General Provisions page(s) of Policy and the Incontestability section on the Important Notice page(s) of the Certificate is replaced by the following:
  - Insurance On Covered Persons Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased, or restored insurance on a COVERED PERSON after it has been in force for two years under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under, be increased under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.
- 11. For the purpose of providing a reasonable benefit in the event of a misstatement, the Misstatement provision on the Important Notice page(s) of the Certificate and the General Provisions page(s) of the Policy is replaced with the following:

<u>Misstatements</u> Subject to the Errors and Incontestability sections, if relevant statements of age were not accurate for any person, all amounts payable under the policy shall be such as the premiums paid would have purchased at the correct age.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Virginia

Secretary

Chairman and CEO

## **VIRGINIA REGULATIONS**

The following applies to Virginia residents:

For the purpose of covering dependent children regardless of marital status:

- (a) Item 8. on the When Insurance Ends page is revised as follows:
  - 8. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD: (a) becomes an INSURED MEMBER; or (b) with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support.
- (b) Item 2. of the ELIGIBLE DEPENDENT definition on the Definitions page(s) is revised as follows:
  - 2. natural child, stepchild, or adopted child, who:
    - a. with respect to the stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, or adopted child is substantially dependent upon the family for support;
    - b. is at least 15 days old;
    - c. has not exceeded the MAXIMUM ELIGIBILITY AGE;
    - d. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
    - e. is not an ELIGIBLE MEMBER.
- (c) the last paragraph of the Waiver Of Contribution Benefit paragraph is revised as follows:

Insurance on an INSURED DEPENDENT will end before the benefit ends, if such dependent: (1) reaches his or her TERMINATION AGE DATE; (2) becomes an INSURED MEMBER; (3) for an INSURED SPOUSE, ceases to be the lawful, married spouse of the INSURED MEMBER; or (4) for an INSURED CHILD: with respect to a stepchild, is no longer substantially dependent upon the INSURED MEMBER for support; or with respect to a natural child, stepchild, or adopted child, if the INSURED MEMBER is deceased, is no longer substantially dependent upon the family for support.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Washington

Secretary

Chairman and CEO

#### **WASHINGTON REGULATIONS**

The following applies to Washington residents:

1. The Accelerated Death Benefit section on the face page of the Policy and Certificate is revised to inform the insured that receiving an accelerated benefit may have tax consequences:

Accelerated Death Benefit The Death Benefit will be reduced by 50% if the Accelerated Death Benefit is paid. CONTRIBUTIONS will remain unchanged. New York Life will send the INSURED MEMBER a statement which will specify the effect the payment of the Accelerated Death Benefit will have on the Death Benefit and CONTRIBUTIONS. RECEIPT OF THE ACCELERATED DEATH BENEFIT MAY BE TAXABLE. ASSISTANCE SHOULD BE SOUGHT FROM A PERSONAL TAX ADVISOR. THIS ACCELERATED DEATH BENEFIT DOES NOT AND IS NOT INTENDED TO QUALIFY AS LONG-TERM CARE INSURANCE UNDER WASHINGTON STATE LAW. WASHINGTON STATE LAW PROHIBITS THIS ACCELERATED LIFE BENEFIT FROM BEING MARKETED OR SOLD AS LONG TERM CARE. If the INSURED MEMBER receives payment of accelerated benefits from a life insurance policy, the INSURED MEMBER may lose his/her 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. New York Life cannot give the INSURED MEMBER advice about this. The INSURED MEMBER may wish to obtain advice from a tax professional or an attorney before deciding to receive accelerated benefits from a life insurance policy. There is no administrative charge made in connection with the payment of the Accelerated Death Benefit.

2. For the purpose of revising the life expectancy of a terminal illness, the Accelerated Death Benefit provision on the Life and Dependent Life Insurance page(s) is replaced by the following:

<u>Accelerated Death Benefit</u> The Accelerated Death Benefit is available to a COVERED PERSON who has a Terminal Illness. ("Terminal Illness" is a medical condition which a physician has certified is reasonably expected to result in a life expectancy of 24 months or less after the date of certification).

3. For the purpose of adding a provision for third party mediation concerning the Terminal Illness diagnosis, the Accelerated Death Benefit provision in the For The Benefit To Be Paid section of the Life and Dependent Life Insurance page(s) is replaced by the following:

Accelerated Death Benefit For the Accelerated Death Benefit to be paid, the INSURED MEMBER must give: (1) the Policyholder a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness, no later than 12 months before such COVERED PERSON'S TERMINATION AGE DATE. If New York Life's appointed health care provider disagrees with the COVERED PERSON'S physician that a Terminal Illness exists, the COVERED PERSON has the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either party. The arbitration shall be conducted in accordance with statutory arbitration procedures. As part of the final decision, the arbitrator or mediator shall aware the costs of arbitration to one party or the other or may divide the costs equally or otherwise.

4. For the purpose of preventing any accidental death benefit from being affected by the acceleration of benefits, the Accelerated Death Benefit paragraph of the What Benefit is Payable section of the Life and Dependent Life Insurance page(s) is revised as follows:

Accelerated Death Benefit The Accelerated Death Benefit payable is 50% of the amount of insurance in force on the COVERED PERSON'S life on the date New York Life approves the request for the Accelerated Death Benefit, except that: If a reduction of insurance due to age is scheduled within one year of the date New York Life approves such request, the benefit payable will be 50% of such reduced amount of insurance. The benefit will be paid in a lump sum. The benefit is payable once while the COVERED PERSON is insured under the Policy, whether insurance is continuous or interrupted. Any accidental death benefit, if applicable, will not be affected by the payment of the Accelerated Death Benefit.

#### WASHINGTON REGULATIONS

- 5. For the purpose of increasing the benefit amount, the Facility of Payment provision of the Life and Dependent Life Insurance page(s) is replaced with the following:
  - **Facility Of Payment** New York Life has the right to pay up to \$1,000 of the benefit to anyone who has incurred expenses for the COVERED PERSON'S fatal illness or burial ("payee").
- 6. For the purpose of clarifying that the Errors provision is subject to the Incontestability provision, the Errors provision on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:
  - **Errors** Subject to the Incontestability section below, errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.
- 7. For the purpose of limiting New York Life's right to contest beyond two years based upon eligibility of the COVERED PERSON, the Insurance on Covered Persons item on the Incontestability section on the General Provisions page(s) of Policy and the Incontestability section on the Important Notice page(s) of the Certificate is replaced by the following:
  - Insurance On Covered Persons Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased, or restored insurance on a COVERED PERSON after it has been in force for two years under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under, be increased under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.
- 8. For the purpose of resolving any conflict between the Policy and the Certificate in favor of the certificate:
  - (a) the second paragraph of the Face Page in the Certificate is revised as follows:
    - Insurance is subject to: (a) the suicide limitation; (b) any exclusions and limitations of the Policy and all other terms and conditions of the Policy and Certificate; and (c) New York Life's underwriting requirements.
  - (b) the Insured Member's Individual Certificate paragraph on the General Provisions page(s) of the Policy and the Certificate provision on the Important Notice page(s) of the Certificate are revised as follows:
    - <u>Insured Member's Individual Certificate</u> New York Life will issue to the Policyholder an individual certificate to be given to each INSURED MEMBER. Such certificate will state: (a) the insurance to which the INSURED MEMBER is entitled; (b) the essential features of the insurance; and (c) to whom benefits are payable. Any conflict between the terms of the individual certificate and the Policy will be decided in favor of the Certificate.

<u>Certificate</u> The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Certificate. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The INSURED MEMBER should contact New York Life with questions regarding insurance.

#### WASHINGTON REGULATIONS

9. The Misstatements provision on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised to make it not subject to the Errors and Incontestability sections as follows:

<u>Misstatements</u> If relevant statements of age were not accurate for any person, a fair adjustment of remittances and/or insurance will be made as follows:

- 1. if the age has been overstated: (a) the amount of remittance will be adjusted to reflect the difference between the remittance applicable at the correct age and the incorrect remittance previously paid; and (b) the Policyholder will refund the amount of any corresponding adjustment; except that: If insurance has been erroneously reduced because such person was thought to have reached a higher age bracket, as stated on the Schedule page(s), the amount of insurance and remittance will be adjusted based on such person's correct age; or
- 2. if the age has been understated: (a) the amount of insurance will be adjusted downward for any INSURANCE PERIOD, in proportion to the ratio of the charges previously paid for such INSURANCE PERIOD to the prescribed charges at the correct age for such INSURANCE PERIOD; and (b) there will be no adjustment to any remittance previously paid, except that: If insurance was not reduced because such person was thought to have been in a lower age bracket, as stated on the Schedule page(s), the amount of insurance and remittance will be adjusted based on such person's correct age.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

West Virginia

Secretary

Chairman and CEO

## **WEST VIRGINIA REGULATIONS**

The following applies to West Virginia residents:

- 1. For the purpose of replacing the term "cut or wound" with "injury" the Disease/Infirmity exclusion on the AD&D Insurance page(s) is revised as follows:
  - **Disease/Infirmity** A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (1) accidental injury; or (2) accidental ingestion of contaminated material.
- 2. For the purpose of reducing the period of time a COVERED PERSON must be insured before he or she is entitled to a conversion upon termination or amendment to the Policy, the When A Conversion Right Is Available section of the Conversion Rights page is replaced by the following:
  - When A Conversion Right Is Available A conversion right is available to each COVERED PERSON for whom insurance ends or reduces, if insurance ends or reduces for any reason other than: (a) nonpayment of the CONTRIBUTION; or (b) the COVERED PERSON requests to end such insurance. However, if insurance ends because the Policy terminates or changes for the group of insureds to which the COVERED PERSON belongs, a conversion right is only available if the COVERED PERSON has been continuously insured under the Policy for at least three years and the Policy has been in force for five years. Time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the three year requirement has been met.
- 3. For the purpose of not allowing the suicide and/or contestable period to start over on a converted policy, the Individual Policy provision on the Conversion Rights page is replaced by the following:

<u>Individual Policy</u> The individual policy requirements are as follows: (a) a completed, written application for the individual policy must be given to New York Life, within the Conversion Period, on a form satisfactory to New York Life; (b) the first premium for the individual policy must be paid within the Conversion Period; (c) the premium for the individual policy will be based upon the applicant's class of risk and age; (d) the individual policy will be on one of the forms currently offered by New York Life, except term insurance, and will be issued without disability or other supplementary benefits; and (e) the individual policy will take effect on the day after the Conversion Period Benefit ends. The individual policy may provide less coverage at a higher premium than that provided for under the group Policy. Credit will be given for any time covered under the group policy for any applicable suicide and/or contestable periods.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-46330-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Wisconsin

Secretary

Chairman and CEO

## **WISCONSIN REGULATIONS**

The following applies to Wisconsin residents:

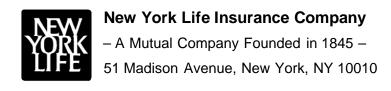
## KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

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

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency that enforces Wisconsin's insurance laws and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE at the following:

Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 Telephone Numbers: (800) 236-8517 or (608) 266-0103



# GROUP DISABILITY INCOME INSURANCE CERTIFICATE ("CERTIFICATE")

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY

OF PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** certifies that, as stated on the When Insurance Takes Effect page(s), a person becomes an INSURED MEMBER on the INSURANCE DATE stated on the Individual Schedule of Benefits.

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

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

**Renewal** Insurance under the Policy, will be renewed automatically on each subsequent premium date if its terms and conditions are met. Insurance for an INSURED MEMBER will be renewed automatically on each subsequent CONTRIBUTION DATE for an INSURANCE PERIOD if the terms and conditions of the Policy are met.

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight at the place the INSURED MEMBER resides.

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

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

<u>Right To Examine The Certificate For 30 Days</u> An INSURED MEMBER will have 30 days from the date of receipt to examine the Certificate. If the INSURED MEMBER does not wish to keep the Certificate, it must be surrendered to New York Life within this period. Upon such surrender, New York Life will return any premium paid and insurance will be void from the start.

Secretary

Chairman and CEO

## TABLE OF CONTENTS

<u>Pages</u>			
2 - 3	IMPORTANT NOTICE	11 - 13	DEFINITIONS
4	WHEN INSURANCE TAKES EFFECT	-	"STATE" REGULATIONS
5 - 9	DISABILITY INCOME INSURANCE	-	SCHEDULE
10	WHEN INSURANCE ENDS	-	INDIVIDUAL SCHEDULE OF BENEFITS
10	CONTINUANCE		

G-50861-0 GMR-TABLE

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## **IMPORTANT NOTICE**

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

**Claims** A claim should be submitted in accordance with the following:

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

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

**Proof Of Loss** New York Life must receive satisfactory proof of the loss within 90 days after the WAITING PERIOD for a Covered Total Disability. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible.

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

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

**Errors** Errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.

**Examination** New York Life, at its own expense, has the right and opportunity to: (a) have a claimant examined: (1) physically; (2) psychologically; and/or (3) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending; and/or (b) have a claimant's financial records audited, as often as New York Life may reasonably require.

<u>Incontestability</u> Except for provisions which relate to eligibility for insurance and for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any insurance on an INSURED MEMBER after it has been in force for two years under the Policy during such INSURED MEMBER'S lifetime. To contest, New York Life will only rely upon written statements signed by the INSURED MEMBER: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another policy.

A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

#### IMPORTANT NOTICE

<u>Misstatements</u> Subject to the Errors and Incontestability sections, if relevant statements of age or facts were not accurate for any person: (a) a fair adjustment of remittances and/or insurance will be made; and (b) based upon the facts, New York Life will decide whether, and what, insurance is valid under the Policy.

<u>Policy Changes</u> The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and New York Life.

The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by New York Life and: (a) results from the exercise of a right reserved to New York Life in the Policy; or (b) is issued to conform to any law and/or regulation which applies to the insurance under the Policy. No agent of New York Life can make or change the Policy or waive any of its provisions.

<u>Termination By The Policyholder</u> The Policyholder may terminate the Policy on any Anniversary Date, by giving written notice to New York Life at least 60 days in advance.

<u>Termination By New York Life</u> New York Life can terminate the Policy on any Anniversary Date, by giving written notice to the Policyholder at least 60 days in advance.

# WHEN INSURANCE TAKES EFFECT

## **Requests** An APPLICANT can request to:

- 1. become initially insured, subject to the Plans, WAITING PERIODS and Monthly Benefits Available sections as stated on the Schedule page(s), except that: If a NEW MEMBER, who is classified as a "Resident", terminates membership in the American Academy of Pediatrics during the INITIAL PERIOD, he or she may not request to continue insurance after the INITIAL PERIOD on a contributory basis.
- 2. change the WAITING PERIOD and/or the Monthly Benefit to any other WAITING PERIOD and/or Monthly Benefit available as stated on the Schedule page(s).
  - New York Life will terminate the existing WAITING PERIOD and/or the Monthly Benefit before the new WAITING PERIOD and/or the Monthly Benefit takes effect. If the change is to a shorter WAITING PERIOD or a higher Monthly Benefit, the APPLICANT must be less than AGE 60. However, a change to a shorter WAITING PERIOD and/or a change to a higher Monthly Benefit is not permitted during a period of Covered Disability; and/or
- 3. A former INSURED MEMBER can request to restore insurance if (a) his or her insurance ended because he or she ceased FULL-TIME work for six months or less or he or she began ACTIVE DUTY IN THE ARMED FORCES; and (b) he or she is an ELIGIBLE MEMBER.
  - If the request is approved, all terms and conditions of the Policy applicable to the APPLICANT at the time insurance ended will be reinstated, subject to any changes in the Policy.

<u>For Insurance To Take Effect</u> For initial insurance, a change in insurance or restoration of insurance to take effect, the APPLICANT must:

- 1. give New York Life a completed, written request for the insurance on a form satisfactory to New York Life.
  - A written request for restoration of insurance must be given within three months after the date ACTIVE DUTY IN THE ARMED FORCES ended;
- 2. give New York Life satisfactory medical evidence of insurability, if such evidence is required, at the APPLICANT'S expense unless otherwise provided.
  - Such evidence is not required: (a) for insurance in force during the INITIAL PERIOD; (b) for restoration of insurance if insurance ended because of ACTIVE DUTY IN THE ARMED FORCES; or (c) if the APPLICANT returns to FULL-TIME work within six months after his or her insurance ended because he or she ceased FULL-TIME work.
- 3. pay the CONTRIBUTION, except that: CONTRIBUTIONS are not required during the INITIAL PERIOD for a NEW MEMBER who becomes insured under the Policy.

<u>When Insurance Takes Effect</u> Except as stated below, insurance takes effect on the INSURANCE DATE, if the APPLICANT is at FULL-TIME WORK on the INSURANCE DATE.

The FULL-TIME WORK requirement does not apply to changes in the Plan, WAITING PERIOD or the Monthly Benefit which would result in a decrease in insurance.

No benefits will be paid for any disability occurring before the INSURANCE DATE.

When Insurance Takes Effect - Insurance for an APPLICANT who was not at FULL-TIME WORK on the date such insurance would otherwise have taken effect, will take effect on the first day of the month on or after the day the APPLICANT returns to FULL-TIME WORK, if the APPLICANT is still eligible to obtain the insurance on that day.

New York Life will pay a benefit for an INSURED MEMBER'S Covered Disability in accordance with all of the following:

<u>Covered Disability</u> A Covered Disability is a Covered Total Disability and/or Covered Residual Disability, if such disability is not excluded in the Exclusions section, as follows:

**Covered Total Disability** - A Covered Total Disability is an incapacity, that an INSURED MEMBER suffers while he or she is insured under the Policy, if such incapacity results from:

- 1. an INJURY or SICKNESS and such incapacity completely and continuously prevents the INSURED MEMBER from doing the material and substantial duties of:
  - a. his or her regular occupation during the WAITING PERIOD and during the next 60 consecutive months; or
  - b. any occupation for which he or she is or may become qualified by reason of education, training or experience, after the WAITING PERIOD and the initial 60 consecutive month period; or
- 2. an ORGAN DONATION that an INSURED MEMBER makes provided he or she has been insured under the Policy for at least six consecutive months on the day of such donation.

**Covered Residual Disability** - Except as stated in the Communicable Disease exception below, a Covered Residual Disability is an incapacity from an INJURY, SICKNESS or ORGAN DONATION that satisfies all of the following requirements:

An incapacity from an INJURY, SICKNESS or ORGAN DONATION that:

- 1. occurs when an INSURED MEMBER returns to work following a period during which he or she suffered a Covered Total Disability of at least 30 consecutive days;
- occurs after the INSURED MEMBER: (a) received Covered Total Disability benefits for the same INJURY, SICKNESS or ORGAN DONATION for which claim for Covered Residual Disability benefits is made; or (b) satisfied the WAITING PERIOD in effect for the Plan in force on the date such INJURY, SICKNESS or ORGAN DONATION occurred either through days of Covered Total Disability or through a combination of days of Covered Total Disability and Covered Residual Disability;
- 3. occurs before the INSURED MEMBER received Covered Disability benefits for the Maximum Benefit Period for his or her Covered Total Disability;
- 4. prevents the INSURED MEMBER from earning more than 80% of his or her AVERAGE MONTHLY INCOME for the period before his or her Covered Total Disability; and
- 5. occurs before an INSURED MEMBER reaches AGE 65.

Communicable Disease - An INSURED MEMBER who contracts a Communicable Disease will be considered to have incurred a Covered Residual Disability, without the prerequisite that he or she suffer a Covered Total Disability, if such disease:

- 1. prevents the INSURED MEMBER from earning more than 80% of his or her AVERAGE MONTHLY INCOME for the period before his or her practice was limited and/or condition was disclosed as a result of contracting a Communicable Disease; and
- 2. occurs before an INSURED MEMBER reaches AGE 65.

"Communicable Disease" means any of the following conditions, but only if: (a) the applicable medical and/or dental profession recommends; or (b) an appropriate governmental agency requires; the disclosure of the diagnosis of the Communicable Disease and/or a limitation of his or her practice due to contracting the Communicable Disease: Acute Viral Hepatitis of a non A type, Human Immunodeficiency Virus ("HIV"), Acquired Immune Deficiency Syndrome ("AIDS") or tuberculosis.

G-50861-0 GMR-DI

## **Exclusions** The following disabilities are excluded:

**Air Travel** - A disability that occurs during, is due to or is related to: the INSURED MEMBER'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless the INSURED MEMBER is traveling: (a) solely as a fare paying passenger on a licensed, commercial, regularly scheduled, non-military aircraft; or (b) in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved.

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

**Impairment Restriction** - A disability that is due to or related to a condition which has an IMPAIRMENT RESTRICTION.

However, at any time and at his or her own expense, the INSURED MEMBER can give medical evidence of insurability for a condition which has an IMPAIRMENT RESTRICTION. After review of such evidence, New York Life will determine: (a) if and when such IMPAIRMENT RESTRICTION should be removed or liberalized; or (b) if it should be continued.

**Preexisting Condition** - A disability that is due to a Preexisting Condition.

"Preexisting Condition" means an INJURY or SICKNESS or any condition related to such INJURY or SICKNESS for which a person consults a doctor, receives medical services or supplies or takes any medication during the 6 month period immediately before his or her INSURANCE DATE, if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy.

PREEXISTING CONDITION does not include: (a) any such INJURY or SICKNESS or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication for a continuous period of 12 consecutive months after his or her INSURANCE DATE; (b) any such INJURY or SICKNESS or condition after the he or she has been continuously insured under the Policy for 24 months after his or her INSURANCE DATE; or (c) an INJURY or SICKNESS or condition classified as an IMPAIRMENT RESTRICTION.

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

## "Complication Of Pregnancy" means:

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

**Regular Care** - A disability: (a) that does not require a doctor's regular care of, or attendance to, the INSURED MEMBER; or (b) for any period of disability for which the INSURED MEMBER is not under the regular care and attendance of a doctor, except that: This requirement will not apply if such care is no longer required for prudent medical management of the INJURY, SICKNESS or ORGAN DONATION. For the purpose of satisfying the requirement that the INSURED MEMBER be under the "regular care" of a doctor, doctor does not include the INSURED MEMBER or a member of his or her immediate family.

**Self Inflicted Injury/Sickness** - A disability that is due to or related to an intentional self-inflicted INJURY or SICKNESS or occurs while intentionally injuring oneself; whether the INSURED MEMBER is sane or insane.

War - A disability that is due to or related to a declared or undeclared war, an act of war or an armed conflict that involves the armed forces of one or more countries.

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

- 1. New York Life must receive satisfactory proof of the INSURED MEMBER'S disability within 90 days after the: (a) WAITING PERIOD for a Covered Total Disability; or (b) date of return to work for a residual disability. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible;
- 2. New York Life must determine that the disability is a Covered Disability; and
- 3. for a Covered Total Disability, the INSURED MEMBER must complete the WAITING PERIOD.

<u>What Benefit Is Payable</u> The benefit payable for a Covered Disability is subject to the Maximum Benefit Period stated on the Schedule page(s) and is as follows.

Covered Total Disability - The benefit payable after the WAITING PERIOD is the applicable Monthly Benefit in force for the INSURED MEMBER on the date his or her Covered Total Disability began, except that: If the Covered Total Disability is the result of an ORGAN DONATION, any Covered Disability benefits otherwise payable will not include any increase in the Monthly Benefit or change in Plan that occurs within the six months period immediately before the date such Covered Total Disability began.

**Covered Residual Disability** - The benefit payable after the WAITING PERIOD for each month of Covered Residual Disability is equal to the Loss of Earnings Ratio multiplied by the applicable Monthly Benefit in force for the INSURED MEMBER on the date his or her Covered Disability began.

The "Loss of Earnings Ratio" is equal to:  $\frac{A - B}{\Delta}$ 

#### Where:

"A" means the INSURED MEMBER'S AVERAGE MONTHLY INCOME for the period before his or her Covered Disability began; and

"B" means the INSURED MEMBER'S AVERAGE MONTHLY INCOME for the most recent six months, or for the entire period if shorter, since the INSURED MEMBER returned to work.

However, New York Life will pay the full Monthly Benefit if, during any month of a Covered Residual Disability, the Loss Of Earnings Ratio is 75% or more.

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

G-50861-0 GMR-DI

**Family Care Benefit** – New York Life will pay up to one Monthly Benefit to the INSURED MEMBER to care for, supervise or coordinate services for a Close Family Member with a Serious Health Condition, provided the INSURED MEMBER is not receiving or eligible to receive Covered Disability benefits under this Policy. A "Close Family Member" is defined as:

- (1) a spouse or domestic partner;
- (2) a child that includes a step-child, adopted child or child of his/her domestic partner; or
- (3) the INSURED MEMBER'S parent. The Serious Health Condition must be certified by the Close Family Member's licensed doctor.

The INSURED MEMBER must be working at least 20% fewer hours and have a loss of 20% or more of his/her AVERAGE MONTHLY INCOME, due to the time off. The Monthly Benefit is the amount payable in proportion to the loss of monthly income up to a maximum of one Monthly Benefit, as indicated below:

<b>Loss of Monthly Income</b>	Percentage of the Monthly Benefit Paid
0 - 19%	no benefit
20 – 25%	25% of the Monthly Benefit is payable
26 – 50%	50% of the Monthly Benefit is payable
51 – 75%	75% of Monthly Benefit is payable
76 – 100%	100% of the Monthly Benefit is payable

Only one Family Care Benefit per Close Family Member and a maximum of two benefits within any five-year period are allowed while the INSURED MEMBER is insured under this Policy.

"Serious Health Condition" is a condition that causes the Close Family Member:

- (1) to be unable to complete two of six Activities Of Daily Living without substantial supervision or assistance;
- (2) to require substantial supervision due to severe cognitive impairment;
- (3) to be hospitalized; or
- (4) to become terminally ill with a condition that is reasonably expected to result in death within 12 months.

In order for the benefit to be payable the "Serious Health Condition" Items 1-3 above must last two weeks or more. Activities Of Daily Living means the following:

- Bathing: the ability to wash oneself in either a tub or shower, or by sponge bath. This includes the tasks of getting into and out of the tub or shower with or without the aid of equipment or adaptive devices.
- Dressing: the ability to put on and take off all necessary and appropriate items of clothing and medically necessary braces or artificial limbs usually worn; and to fasten and unfasten them.
- Toileting: the ability to do all of the following, with or without the aid of equipment: (a) get to and from the toilet; (b) get on and off the toilet; and (c) maintain a reasonable level of personal hygiene for the body.
- Transferring: the ability to move in and out of a bed, chair or wheelchair with or without the aid of equipment such as: a cane; walker; crutches; grab bars; or other support devices.
- Eating: the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the aid of equipment.
- Continence: the ability to voluntarily maintain control of bowel and/or bladder function or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene (including caring for catheter or colostomy bag).

**Survivor Benefit** - If an INSURED MEMBER dies on a day for which a Covered Total Disability benefit is payable and such Covered Total Disability lasted for at least 180 days immediately before the INSURED MEMBER'S death, New York Life will pay a Survivor Benefit equal to three times the Monthly Benefit paid to the INSURED MEMBER immediately prior to his or her death.

The benefit is payable within 30 days after New York Life receives satisfactory proof of the INSURED MEMBER'S death.

The Survivor Benefit will be paid to the INSURED MEMBER'S spouse, if living, otherwise equally to the INSURED MEMBER'S living children who are under age 25. If payment is due to a child or children, payment will be made to such child or children, or at the option of New York Life to a person whom New York Life reasonably believes may legally receive payment on such child's or children's behalf. Such payment will be proper to the extent made.

Who Will Be Paid Except as stated below, the benefit will be paid to the INSURED MEMBER.

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

**Facility Of Payment** - New York Life has the right to pay up to \$2,000 of the benefit to anyone who has incurred expenses for the INSURED MEMBER'S Covered Disability and who is deemed by New York Life to be equitably entitled, if any benefit becomes payable to: (a) the estate of an INSURED MEMBER; or (b) an INSURED MEMBER who is not competent to give a valid release. Such payment will be proper to the extent made.

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

- 1. the INSURED MEMBER'S Covered Disability ends;
- 2. the INSURED MEMBER dies;
- 3. New York Life does not receive the required proof that the INSURED MEMBER'S Covered Disability continues;
- 4. the INSURED MEMBER does not submit to an examination required by New York Life by a doctor it selects; or
- 5. the Maximum Benefit Period stated on the Schedule page(s) has been reached.

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

**Successive Periods Of Covered Total Disability** - Successive periods of Covered Total Disability will be considered one period of Covered Total Disability, if such disabilities are due to: (a) the same or related causes, and which are separated by less than six months of return to continuous FULL-TIME WORK during which the INSURED MEMBER is not totally disabled; or (b) different or unrelated causes, and are not separated by return to FULL-TIME WORK.

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

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

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

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

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

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

<u>Transfer Of Ownership</u> An INSURED MEMBER can transfer all or any part of incidents of ownership of his or her insurance. The Policyholder agrees to accept CONTRIBUTIONS directly from the transferee.

G-50861-0 GMR-DI

## WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), an INSURED MEMBER'S insurance will end on the earliest of:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer a member of the ASSOCIATION:
- 2. the date the INSURED MEMBER is no longer at FULL-TIME WORK or has voluntarily retired.

The INSURED MEMBER must immediately notify New York Life of the date that: (a) FULL-TIME WORK ended; and/or (b) he or she retired. If it is not possible to notify New York Life immediately, notification must be made as soon as reasonably possible.

CONTRIBUTIONS paid and covering any INSURANCE PERIOD after the date the INSURED MEMBER was no longer at FULL-TIME WORK and/or retired will be refunded.

In no event will disability benefits be paid for a disability occurring after the date FULL-TIME WORK ended and/or retirement began. This provision does not apply if the INSURED MEMBER is no longer at FULL-TIME WORK due to his or her Covered Total Disability;

- 3. the last day of the INSURANCE PERIOD during which the INSURED MEMBER reaches AGE 70;
- 4. the last day of the INITIAL PERIOD if a NEW MEMBER'S first CONTRIBUTION is not paid;
- 5. the last day of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid, except that insurance will not end if the CONTRIBUTION for such insurance is paid within 31 days after such day;
- 6. the last day of the INSURANCE PERIOD during which the INSURED MEMBER ceases to be a permanent resident of the United States of America, the District Of Columbia, Puerto Rico or Canada;
- 7. the day before the day the INSURED MEMBER begins ACTIVE DUTY IN THE ARMED FORCES, with the applicable CONTRIBUTIONS refunded pro rata;
- 8. the last day of the month during which New York Life receives the INSURED MEMBER'S request to end such coverage; or
- 9. the day before the day the Policy ends or is changed to end insurance for the group of insureds to which the INSURED MEMBER belongs.

G-50861-0 GMR-ENDS

OMK-ENDS

# CONTINUANCE

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

**Extension Of Benefits** Discontinuance of the Policy will have no effect on the benefits payable for: (a) a Covered Total Disability which began before the date of such discontinuance; or (b) an accidental injury to an INSURED MEMBER which occurred while he or she was insured under the Policy provided the Covered Total Disability begins within 30 days after such accidental injury.

This extension of benefits applies whether the Policyholder secures replacement coverage from a new insurer or foregoes the provision of coverage.

<u>Waiver Of Contribution Benefit</u> New York Life will waive the payment of an INSURED MEMBER'S CONTRIBUTION, if such INSURED MEMBER suffers a Covered Total Disability and receives Covered Total Disability benefits for six consecutive months. CONTRIBUTIONS will be waived beginning on the CONTRIBUTION DATE following the date such INSURED MEMBER has received Covered Total Disability benefits for six consecutive months.

The Waiver Of Contribution Benefit will end on the CONTRIBUTION DATE following the date the Covered Disability benefit ends, as stated in the When The Benefit Ends section on the Disability Income Insurance page(s).

G-50861-0 GMR-DI C

## **DEFINITIONS**

**ACTIVE DUTY IN THE ARMED FORCES** means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered ACTIVE DUTY IN THE ARMED FORCES.

**AGE** means the attained age on the first day of any INSURANCE PERIOD. References to Age in any heading means "AGE".

**APPLICANT** means an ELIGIBLE MEMBER or an INSURED MEMBER.

**AVERAGE MONTHLY INCOME** means, as of any date, a person's average monthly wages, salaries, commissions, fees and any other amounts received by such person for personal services, including the cost of his or her fringe benefits and share of total surplus.

AVERAGE MONTHLY INCOME <u>does not include</u> income from interest, dividends, rent, royalties, annuities, other insurance and other unearned income.

As of any date, these income amounts are computed:

- 1. for the immediately preceding period which produces the highest average, as follows: (a) the immediately preceding tax year; (b) the immediately preceding two tax years; or (c) the entire period, if less than twelve months; except that: Current earnings for a Covered Residual Disability, are computed for the most recent six months, or for the entire period if shorter, since the INSURED MEMBER returned to work;
- 2. before deduction of any income taxes or social insurance taxes; and
- 3. after deduction of normal and usual business expenses that are deductible for income tax purposes.

**CONTRIBUTION** means the applicable full periodic payment toward the PREMIUM, which is necessary for insurance to take effect on the INSURANCE DATE and/or for insurance to continue in force under the Policy. CONTRIBUTION is determined by the Policyholder and is due on each CONTRIBUTION DATE.

**CONTRIBUTION DATE** means the following dates on or before which the CONTRIBUTION must be paid to the Policyholder:

- 1. initially: (a) the INSURANCE DATE; (b) if by agreement between the Policyholder and New York Life and without individual selection, within 31 days after the INSURANCE DATE; or (c) for a NEW MEMBER who: (1) is eligible to request to continue insurance provided during the INITIAL PERIOD, as stated in the Requests section on the When Insurance Takes Effect page(s); and (2) requests to continue such insurance; on or before the last day of the INITIAL PERIOD; and
- 2. thereafter, the applicable annual, semiannual, quarterly, or monthly date based on the mode of payment elected by the INSURED MEMBER and accepted by the Policyholder.

#### **ELIGIBLE MEMBER** means a person who is:

- 1. a member of the American Academy of Pediatrics, or an Executive Director of the American Academy of Pediatrics;
- 2. at FULL-TIME WORK;
- 3. less than age 60; and
- 4. not a resident of an EXCLUDED STATE.

ELIGIBLE MEMBER does not include a person who is on ACTIVE DUTY IN THE ARMED FORCES.

**EXCLUDED STATE** means the Provinces Of Quebec and Ontario and anywhere else, except the fifty states of the United States Of America, the District Of Columbia, Puerto Rico or any other province of the Dominion Of Canada.

**FULL-TIME WORK** means the active performance for pay or profit of one's regular duties on a basis of at least 20 hours each week, at a place where such duties are normally performed or other location to which travel is required.

G-50861-0 GMR-DEF

#### **DEFINITIONS**

**IMPAIRMENT RESTRICTION** means an exclusion or limitation of insurance on an INSURED MEMBER.

An IMPAIRMENT RESTRICTION will be: (a) established by New York Life; and (b) continued by New York Life if it is in effect on the day before: (1) the INSURED MEMBER becomes insured under the Policy; or (2) a change in insurance takes effect; whether or not satisfactory medical evidence of insurability is furnished or medical evidence of insurability is required.

All IMPAIRMENT RESTRICTIONS are stated in the certificate. Insurance with such IMPAIRMENT RESTRICTIONS is subject to the APPLICANT'S acceptance.

Payment of one CONTRIBUTION after the INSURED MEMBER is advised of the IMPAIRMENT RESTRICTION will establish such acceptance.

**INITIAL PERIOD** means the span of time beginning on a NEW MEMBER'S INSURANCE DATE and ending on the date agreed to by the Policyholder and New York Life during which insurance is provided to the NEW MEMBER on a non-contributory basis.

**INJURY** means only bodily injury sustained by an accident.

#### **INSURANCE DATE** means:

- 1. the date that initial, changed or restored insurance takes effect as follows: the first day of the month on or after the date New York Life approves such insurance; or
- 2. for a NEW MEMBER, the first day of the month on or after the date New York Life is notified by the American Academy of Pediatrics that an individual is eligible for the insurance provided to NEW MEMBERS on a non-contributory basis.

**INSURANCE PERIOD** means the span of time from a CONTRIBUTION DATE through the day before the next CONTRIBUTION DATE, during which insurance continues, if the CONTRIBUTION for such span of time is paid, except that: If, for reasons approved by the Policyholder, the INSURED MEMBER does not remit the full CONTRIBUTION covering the span of time from his or her CONTRIBUTION DATE through the day before his or her next CONTRIBUTION DATE, such span of time will be reduced to the period starting from his or her CONTRIBUTION DATE through the date for which such partial CONTRIBUTION can continue such insurance in force.

# **INSURED MEMBER** means a person who:

- 1. was an ELIGIBLE MEMBER on his or her initial INSURANCE DATE;
- 2. became insured under the Policy, as approved by New York Life; and
- 3. remains insured under the Policy.

**NEW MEMBER** means a person who is eligible for non-contributory insurance and who has not rejected such insurance in writing. To be eligible, such person must be an ELIGIBLE MEMBER and classified by the Policyholder as a "Resident" or as a "Board Certified Pediatrician". If approved by New York Life, such person will be provided non-contributory insurance during the INITIAL PERIOD for a Monthly Benefit Amount and a WAITING PERIOD agreed to by the Policyholder and New York Life.

**ORGAN DONATION** means the surgical removal of a bodily organ and its donation for direct transplant.

**SICKNESS** means an illness or disease.

**WAITING PERIOD** means the initial, continuous period of an INSURED MEMBER'S Covered Disability which must be completed before Covered Disability benefits become initially payable. The WAITING PERIODS available are as stated on the Schedule pages.

#### **DEFINITIONS**

For the purpose of accumulating the days of Covered Disability necessary to satisfy the WAITING PERIOD, the following applies:

<u>For a Covered Total Disability</u> - days during which the INSURED MEMBER is totally disabled will be treated as continuous, if the total disability stops during the WAITING PERIOD for a total number of accumulated days which does not exceed the number of days shown in the following table. Days that the INSURED MEMBER is not totally disabled will not count toward satisfying the WAITING PERIOD:

<u>For a Covered Residual Disability</u> - days during which the INSURED MEMBER is totally or residually disabled will be treated as continuous, if the total or residual disability stops during the WAITING PERIOD for a total number of accumulated days which does not exceed the number of days shown in the following table. Days that the INSURED MEMBER is not totally or residually disabled will not count toward satisfying the WAITING PERIOD:

# FOR WAITING PERIODS OF:

180 or more days 90 days but less than 180 days 60 days but less than 90 days

#### **NUMBER OF DAYS:**

14 days or less 7 days or less 5 days or less

## **SCHEDULE**

# Plan Available

# For A Covered Total Disability Starting

## **Maximum Benefit Period**

Before AGE 70

The later of: To AGE 70 or 2 years

# **Except that**:

- 1. The Maximum Benefit Period for a Covered Residual Disability benefit is the remaining Maximum Benefit Period for the INSURED MEMBER'S Covered Total Disability.
- 2. The Maximum Benefit Period for all Covered Disabilities of an INSURED MEMBER which are due to or related to Mental Disorders and/or Chemical Dependency while such person is insured under the Policy, whether insurance has been continuous or interrupted, cannot exceed the lesser of: (a) 24 months; or (b) the Maximum Benefit Period for a Covered Total Disability.

"Mental Disorder" means a condition due to or resulting from psychiatric or psychological conditions, regardless of cause, such as: (a) schizophrenia; (b) depression; (c) manic depressive or bipolar illness; (d) anxiety; (e) personality disorders; and/or (f) adjustment disorders or other conditions, usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions. This limitation does not apply to dementia, if due to: (a) stroke; (b) trauma; (c) viral infection; (d) Alzheimer's disease; or (e) other conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other modalities.

"Chemical Dependency" means the abuse of or psychological or physical dependency on or addiction to alcohol or a controlled substance. For purposes of this definition, "controlled substance" means a toxic inhalant, a volatile chemical, abusable glue or aerosol paint, or a substance designated as or considered a controlled substance under applicable federal, state or local authority.

# **Waiting Periods Available**

60 Days, 90 Days, 180 Days

**Except that**: If an INSURED MEMBER suffers a Covered Disability as a result of an ORGAN DONATION, his or her WAITING PERIOD will be 0 days for that Covered Disability.

#### **Monthly Benefits Available**

\$1,000 through \$10,000 in multiples of \$100, subject to New York Life's underwriting requirements

#### **Except that:**

A Monthly Benefit is not available to an APPLICANT if the amount of the Monthly Benefit, when combined with the total of any other disability insurance, prorated monthly, for which the APPLICANT is insured or for which he or she is applying, would exceed the lesser of: (a) 75% of his or her AVERAGE MONTHLY INCOME; or (b) \$15,000.

## **SCHEDULE**

# New Member Plan

The New Member Plan is only available to a person who is a NEW MEMBER.

If approved by New York Life, such person will be provided non-contributory Group Disability Income Insurance during the INITIAL PERIOD for the Monthly Benefit and the WAITING PERIOD as stated below.

For A Covered Total Disability Starting

**Maximum Benefit Period** 

Before AGE 70

The later of: To AGE 70 or 2 years

# **Except that**:

- 1. The Maximum Benefit Period for a Covered Residual Disability benefit is the remaining Maximum Benefit Period for the INSURED MEMBER'S Covered Total Disability.
- 2. The Maximum Benefit Period for all Covered Disabilities of an INSURED MEMBER which are due to or related to Mental Disorders and/or Chemical Dependency while such person is insured under the Policy, whether insurance has been continuous or interrupted, cannot exceed the lesser of: (a) 24 months; or (b) the Maximum Benefit Period for a Covered Total Disability.
  - "Mental Disorder" means a condition due to or resulting from psychiatric or psychological conditions, regardless of cause, such as: (a) schizophrenia; (b) depression; (c) manic depressive or bipolar illness; (d) anxiety; (e) personality disorders; and/or (f) adjustment disorders or other conditions, usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions. This limitation does not apply to dementia, if due to: (a) stroke; (b) trauma; (c) viral infection; (d) Alzheimer's disease; or (e) other conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other modalities.

"Chemical Dependency" means the abuse of or psychological or physical dependency on or addiction to alcohol or a controlled substance. For purposes of this definition, "controlled substance" means a toxic inhalant, a volatile chemical, abusable glue or aerosol paint, or a substance designated as or considered a controlled substance under applicable federal, state or local authority.

# **Waiting Period**

90 Days

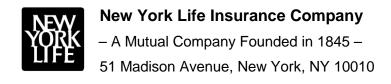
Except that: If an INSURED MEMBER suffers a Covered Disability as a result of an ORGAN DONATION, his or her WAITING PERIOD will be 0 days for that Covered Disability.

#### **Monthly Benefit**

\$1,000

#### **Initial Period**

12 months



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Alaska

Secretary

President

#### **ALASKA REGULATIONS**

The following applies to Alaska residents:

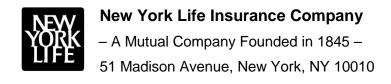
1. For the purpose of providing claim forms to an INSURED MEMBER within 10 days after the notice of claim is received, the Claim Forms paragraph of the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised, as follows:

**Claim Forms** New York Life will send the claimant claim forms within 10 days after notice of claim is received. If New York Life does not send the forms within 10 days, the claimant can send written proof of claim. The claim form or proof must show the date, cause and extent of the loss.

2. For the purpose of providing written notice to an individual of any coverage or premium changes at least 45 days before the effective date of the change the Policy Changes paragraph on the General Provision page(s) of the Policy and the Important Notice page(s) of the Certificate are revised, as follows:

Policy Changes The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by New York Life and: (a) results from the exercise of a right reserved to New York Life in the Policy; or (b) is issued to conform to any law and/or regulation which applies to the insurance under the Policy. No agent of New York Life can make or change the Policy or waive any of its provisions. Written notice of any change to benefit, premium or cancellation will be sent to the INSURED MEMBER at least 45 days in advance of such policy change.

G-50861-0 GMR-AK



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Arkansas

Secretary

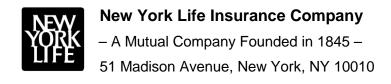
President

# **ARKANSAS REGULATIONS**

The following applies to Arkansas residents:

# FOR INFORMATION OR TO MAKE A COMPLAINT, CALL 1-800-257-3220

If you need information about your insurance or should any dispute arise about your premium or about a claim that you have filed, call New York Life at the number listed above or contact the Arkansas Insurance Department, 1200 West Third Street, Little Rock, AR, 72201, (501) 371-2640 or toll-free at (800) 852-5494



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

California

Secretary

President

#### **CALIFORNIA REGULATIONS**

The following applies to California residents:

1. For the purpose of revising the definition of Covered Total Disability, the Covered Total Disability subsection of the Covered Disability section on the Disability Income Insurance page(s) is replaced by the following:

**Covered Total Disability** – A Covered Total Disability is an incapacity that an INSURED MEMBER suffers while he or she is insured under the Policy, if such incapacity results from:

- 1. an INJURY or SICKNESS, <u>but only if</u> such incapacity prevents the INSURED MEMBER from performing with reasonable continuity:
  - a. the material and substantial acts necessary to pursue his or her usual occupation in the usual or customary way during the WAITING PERIOD and during the next 60 consecutive months;
  - b. any occupation in which he or she could reasonably be expected to perform satisfactorily in light of his age, education, training, experience, station in life, and physical and mental capacities, after the WAITING PREIOD and the initial 60 consecutive month period.
- 2. an ORGAN DONATION that an INSURED MEMBER makes, provided he or she has been insured under the Policy for at least six consecutive months on the day of such donation.
- 2. For the purpose of requiring New York Life to give notice of any change which will reduce or eliminate benefits and/or restrict eligibility for coverage, the Policy Changes section on the General Provisions page(s) of the Policy is replaced by the following:

<u>Policy Changes</u> The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. New York Life must give notice to the Policyholder of any change which will reduce or eliminate benefits and/or restrict eligibility for coverage. No such change will become effective unless written notice of such change is delivered by mail to the last known address of the Policyholder at least 30 days before the effective date of such change.

Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by New York Life and: (a) results from the exercise of a right reserved to New York Life in the Policy; or (b) is issued to conform to any law and/or regulation which, in New York Life's sole judgment, applies to the insurance under the Policy. No agent of New York Life can make or change the Policy or waive any of its provisions.

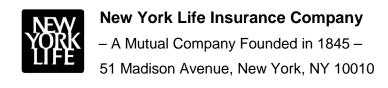
3. For the purpose of requiring notice by the Policyholder to all INSURED MEMBERS of the termination of the Policy by New York Life, the Termination By New York Life item of the Termination Of The Policy section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

**Termination By New York Life** - New York Life can terminate the Policy on any Anniversary Date, by giving written notice to the Policyholder at least 60 days in advance.

The Policyholder must: (a) mail promptly to each INSURED MEMBER a legible, true copy of New York Life's written notice of such termination; and (b) provide promptly to New York Life proof of and the date such mailing was made.

- 4. All references to "Impairment Restrictions" are changed to "Specific Named Exclusions."
- 5. For the purpose of providing benefits for a Covered Disability due to pregnancy on the same basis as any other SICKNESS, the Pregnancy, Childbirth Or A Related Medical Condition item in the Exclusions section on the Disability Income Insurance pages is deleted, and the definition of SICKNESS on the Definitions page(s) is replaced by the following:

**SICKNESS** means an illness, disease or pregnancy.



to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

CONTRACT STATE ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Connecticut

Sacratary

President

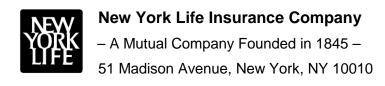
### **CONNECTICUT REGULATIONS**

The following applies to Connecticut residents:

- 1. The Chemical Dependency limitation on the Schedule page(s) is deleted.
- 2. For the purpose of removing references to "crime" and including a definition for "participation" and "riot", the Crime/Illegal Occupation/Illegal Activity exclusion on the Disability Income Insurance page(s) is revised as follows:
  - **Illegal Occupation/Illegal Activity** A disability that occurs during; is due to or is related to: the INSURED MEMBER'S incarceration or participation in: (a) the commission of a felony; (b) an insurrection; (c) terrorist activity; or (d) a riot. ("Participation" means the fact of taking part, as in some action or attempt; "Riot" means a disturbance of the public peace by three or more persons acting together in a disrupting and tumultuous manner.)
- 3. For the purpose of noting that participation in the program is voluntary, the fourth paragraph in the Vocational Rehabilitation provision on the Disability Income Insurance page(s) is revised to include the word "voluntary", as follows:
  - In order to be considered for participation in a rehabilitation program, an INSURED MEMBER must voluntarily give: (a) New York Life a written request in which the INSURED MEMBER consents to an evaluation of his or her rehabilitation and vocational potential; and (b) all written authorization necessary for the conduct of such evaluation by New York Life or a rehabilitation service or agency selected by New York Life.
- 4. For the purpose of allowing New York Life to contest insurance on an INSURED MEMBER for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the Important Notice page(s) of the Certificate and the Insurance On Insured Members section of the Incontestability provision on the General Provisions page(s) of the Policy are replaced by the following:

**Insurance On Insured Members** - Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any insurance on an INSURED MEMBER after it has been in force for two years under the Policy during such INSURED MEMBER'S lifetime. To contest, New York Life will only rely upon written statements signed by the INSURED MEMBER: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another policy. A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

G-50861-0 9/1/19



# GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Florida

Secretary

## **FLORIDA REGULATIONS**

The following applies to Florida residents:

1. <u>Complaint Notice</u> - An INSURED MEMBER may call the following toll-free number if he or she has any questions or complaints concerning the Policy:

#### 1-800-257-3220

2. For the purpose of complying with Section 627.6515 (2)(b) of the Florida Statutes Annotated, we have added the following disclosure statement to the face page of the certificate:

## **NOTICE**

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

- 3. For the purpose of extending the time period during which a claimant can start any legal action, the Legal Action section of the Claims provision on the General Provisions page(s) of the Policy and the Important Notice page(s) of the certificate is replaced by the following:
  - **Legal Action** The claimant cannot start any legal action: (a) within 60 days after a claim form or proof of loss is sent; or (b) after the expiration of the applicable statute of limitations from the time a claim form or proof of loss is due.
- 4. For the purpose of requiring claims to be paid as soon as satisfactory proof of loss is received, the Claims Payment item on the Important Notice page(s) of the Certificate and the General Provisions page(s) of the Policy is replaced by the following:
  - **Claims Payment** The benefit is payable immediately after receipt of proof of the Covered Disability.
- 5. For the purpose of allowing New York Life to contest insurance on an INSURED MEMBER for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the Important Notice page(s) of the Certificate and the Insurance On Insured Members section of the Incontestability provision on the General Provisions page(s) of the Policy are replaced as follows:
  - Insurance On Insured Members Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any insurance on an INSURED MEMBER after it has been in force for two years under the Policy during such INSURED MEMBER'S lifetime. To contest, New York Life will only rely upon written statements signed by the INSURED MEMBER: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another policy. A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.
- 6. For the purpose of allowing the Policyholder to terminate the Policy at any time by giving written notice to New York Life, the Termination By The Policyholder section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised as follows:
  - **Termination By The Policyholder** The Policyholder may terminate the Policy on any Anniversary Date, by giving written notice to New York Life.

### **GROUP INSURANCE CERTIFICATE RIDER**

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Idaho

Secretary

### **IDAHO REGULATIONS**

The following applies to Idaho residents:

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

Complaint Notice

Questions regarding your policy or coverage should be directed to:
Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
P.O. Box 83720
Boise, ID 83720-0043
Toll free: 1-800-721-3272 or 208-334-4250

www.DOI.Idaho.gov

2. For the purpose of not extending the Preexisting Condition exclusion more than 12 months following the effective date, the Preexisting Condition exclusion on the Disability Income Insurance page(s) is revised as follows:

**Preexisting Condition** - A disability that is due to a Preexisting Condition.

"Preexisting Condition" means an INJURY or SICKNESS or any condition related to such INJURY or SICKNESS for which a person consults a doctor, receives medical services or supplies or takes any medication during the six month period immediately before his or her INSURANCE DATE, if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy.

PREEXISTING CONDITION does not include: (a) any such INJURY or SICKNESS or condition after the he or she has been continuously insured under the Policy for 12 months after his or her INSURANCE DATE; or (b) an INJURY or SICKNESS or condition classified as an IMPAIRMENT RESTRICTION.

G-50861-0 9/1/19

### **GROUP INSURANCE CERTIFICATE RIDER**

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Illinois

Secretary

## **ILLINOIS REGULATIONS**

The following applies to Illinois residents:

## **Complaint Notice**

If you have a complaint concerning your group insurance plan, you may write to New York Life or to the Illinois Department of Insurance. In this regard, Section 215 ILCS 5/143 of the Illinois Administrative Code requires notification of the following addresses:

New York Life Insurance Company 51 Madison Avenue New York, NY 10010 1-800-257-3220

Illinois Department of Insurance Consumer Division 320 West Washington Street Springfield, IL 62767-0001 (217) 782-4515

Illinois Department of Insurance Consumer Division 100 W. Randolph Street, Suite 9-301 Chicago, IL 60601-3251 (312) 814-2420

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

G-50861-0 GMR-IL

### **GROUP INSURANCE CERTIFICATE RIDER**

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**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Indiana

Secretary

## **INDIANA REGULATIONS**

The following applies to Indiana residents:

# 1. Complaint Notice

If you have a complaint concerning your group insurance plan, you may write to New York Life or to the Indiana Department Of Insurance. In this regard, Senate Enrolled Act 211 (PAL. 149-1990) of the Indiana Insurance Code requires notification of the following addresses and telephone number:

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

Public Information / Market Conduct Indiana Department of Insurance 311 West Washington Street, Suite 300 Indianapolis, Indiana 46204-2787

Consumer Hotline: 1-800-622-4461

In Indianapolis Area: 1-317-232-2395

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

2. For the purpose of not discriminating against victims of abuse, the following is added to the For Insurance To Take Effect section on the When Insurance Takes Effect page:

New York Life certifies that it will not: (a) deny or refuse to issue coverage; or (b) refuse to renew or otherwise terminate or restrict coverage on an INSURED MEMBER who has been or has the potential to be a victim of abuse.

### GROUP INSURANCE CERTIFICATE RIDER

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**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Kansas

Secretary

# **KANSAS REGULATIONS**

The following applies to Kansas residents:

For the purpose of extending the length of time during which legal action may be taken, the Legal Action item in the Claims section of the General Provisions page(s) of the Policy and Important Notice page(s) of the Certificate is replaced with the following:

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

G-50861-0 9/1/10

### GROUP INSURANCE CERTIFICATE RIDER

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**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Kentucky

Secretary

### **KENTUCKY REGULATIONS**

The following applies to Kentucky residents:

1. The following is added above the first provision on the first page of the Policy and Certificate:

### READ YOUR CERTIFICATE CAREFULLY.

2. For the purpose of allowing New York Life to contest insurance on an INSURED MEMBER for nonpayment of CONTRIBUTIONS only, the Incontestability - Insurance On Insured Members item of the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

Insurance On Insured Members - Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any insurance on an INSURED MEMBER after it has been in force for two years under the Policy during such INSURED MEMBER'S lifetime. To contest, New York Life will only rely upon written statements signed by the INSURED MEMBER: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another policy. A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

### **GROUP INSURANCE CERTIFICATE RIDER**

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Louisiana

Secretary

### **LOUISIANA REGULATIONS**

The following applies to Louisiana residents:

1. The following reinstatement provision is added to the When Insurance Takes Effect page:

**Reinstatement** - If default is made in the payment of the CONTRIBUTION for this Policy, the subsequent acceptance of the defaulted CONTRIBUTION by New York Life, shall reinstate the insurance from an INJURY; however, the reinstated insurance will cover only loss resulting from a SICKNESS beginning more than 10 days after the date of such acceptance.

2. The Facility Of Payment provision in the Who Will Be Paid section on the Disability Income Insurance page(s) has been replaced in its entirety with the following:

**Facility Of Payment** - New York Life may pay any amount not exceeding \$1,000, otherwise payable to the INSURED MEMBER or his estate to any relative by blood or connection by marriage of the INSURED MEMBER appearing to New York Life to which they may be equitably entitled, and may make payment of any amount not exceeding \$1,000, otherwise payable to the beneficiary to any relative by blood or connection by marriage of such beneficiary appearing to New York Life to which they may be equitably entitled. The Policy may, at New York Life's option, also provide that all or a portion of any indemnities provided by any such Policy on account of hospital, nursing, medical, or surgical services may be paid directly to the hospital or person rendering such services; however, the Policy may not require that the services be rendered by a particular hospital or person.

G-50861-0 9/1/19

### **GROUP INSURANCE CERTIFICATE RIDER**

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**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Maine

Secretary

#### MAINE REGULATIONS

The following applies to Maine residents:

The following section is added to the Policy and Certificate:

**Third Party Designation** - The INSURED MEMBER may: (a) designate a third party to receive notice of cancellation due to non-payment of CONTRIBUTION; (b) change such designation; and (c) restore insurance which ended because the CONTRIBUTION was not paid; if the former INSURED MEMBER suffered from Organic Brain Disease when the insurance ended.

A Third Party Request Form will be sent to the INSURED MEMBER within 10 days after New York Life receives the request from the INSURED MEMBER to designate a third party to receive notice of cancellation due to non-payment of CONTRIBUTION.

Within 10 days before the date insurance would otherwise end due to non-payment of CONTRIBUTIONS, New York Life will send notice of such pending cancellation to the INSURED MEMBER and to the designated third party. Such notice will state the: (a) amount of unpaid CONTRIBUTION; (b) date by which the CONTRIBUTION must be paid; and (c) date insurance would otherwise end.

To restore insurance which ended because the CONTRIBUTION was not paid, New York Life must: (a) receive a request for restoration within 90 days after the date insurance ended; (b) receive satisfactory proof that the INSURED MEMBER suffered from an Organic Brain Disease on the date insurance ended; (c) approve the restoration; and (d) receive the full CONTRIBUTION, from the date insurance ended, within 15 days after the date New York Life requests such CONTRIBUTION. Once this is done, all terms and condition of the Policy applicable to the person at the time insurance ended will be reinstated, subject to any changes in the Policy. If a request for restoration of insurance is denied because of Organic Brain Disease, New York Life will send notice of denial to the INSURED MEMBER and to the person requesting restoration, if different. Within 30 days following receipt of this notice, a hearing may be requested before the Superintendent to determine if a violation of this right has occurred.

For the purpose of this section, "Organic Brain Disease" means a mental or nervous disorder with a demonstrable organic origin causing significant cognitive impairment. This includes, but is not limited to Pick's Disease, Parkinson's Disease, Huntington's Chorea, and Alzheimer's Disease and related dementias.

# GROUP INSURANCE CERTIFICATE RIDER

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**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

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

Maryland

Secretary

### MARYLAND REGULATIONS

The following applies to Maryland residents:

1. The following Notice is added to the Face Page of the Certificate:

# **NOTICE**

# THE POLICY MAY OMIT SOME OF THE MANDATED BENEFITS REQUIRED FOR A POLICY ISSUED AND DELIVERED IN MARYLAND

2. For the purpose of clarifying the intent of the parties with respect to the instances in which insurance ends, the When Insurance Ends page(s) is replaced by the following:

### WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), an INSURED MEMBER'S insurance will end on the earliest of:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER reaches AGE 70;
- 2. the last day of the INITIAL PERIOD if a NEW MEMBER'S first CONTRIBUTION is not paid;
- 3. the last day of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid, except that insurance will not end if the CONTRIBUTION for such insurance is paid within 31 days after such day; or
- 4. the last day of the month during which New York Life receives the INSURED MEMBER'S request to end such coverage.

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**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Minnesota

Secretary

#### MINNESOTA REGULATIONS

The following applies to Minnesota residents:

1. The following notice is added to the Face Page of the Policy and Certificate:

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

2. For the purpose of requiring notice by New York Life to all INSURED MEMBERS in the event of termination of the Policy, the following Notice Of Cancellation is added to the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate:

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

3. For the purpose of revising the Crime/Illegal Occupation/Illegal Activity exclusion to comply with Minnesota legislation, the Crime/Illegal Occupation/Illegal Activity exclusion of the Exclusions section on the Disability Income Insurance page(s) is replaced by the following:

**Illegal Occupation** - Any loss to which a contributing cause was the INSURED MEMBER'S commission of or attempt to commit a felony or to which a contributing cause was the INSURED MEMBER'S being engaged in an illegal occupation.

4. For the purpose of providing benefits for a Covered Disability due to pregnancy on the same basis as any other SICKNESS, the Pregnancy, Childbirth Or A Related Medical Condition item in the Exclusions section on the Disability Income Insurance pages is deleted, and the definition of SICKNESS on the Definitions page(s) is replaced by the following:

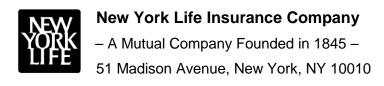
**SICKNESS** means an illness, disease or pregnancy.

5. For the purpose of allowing New York Life to contest insurance on an INSURED MEMBER for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the Important Notice page(s) of the Certificate and the Insurance On Insured Members section of the Incontestability provision on the General Provisions page(s) of the Policy are replaced by the following:

**Insurance On Insured Members** - Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any insurance on an INSURED MEMBER after it has been in force for two years under the Policy during such INSURED MEMBER'S lifetime. To contest, New York Life will only rely upon written statements signed by the INSURED MEMBER: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect or be transferred from another policy. A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

6. For the purpose of revising the misstatement of age, the Misstatements provision on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

<u>Misstatements</u> Subject to the Errors and Incontestability sections, if the age of the INSURED MEMBER has been misstated, all amounts payable under the policy shall be such as the CONTRIBUTIONS paid would have purchased at the correct age.



# GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Mississippi

Secretary

## **MISSISSIPPI REGULATIONS**

The following applies to Mississippi residents:

For the purpose of reducing the time frames, the Preexisting Condition exclusion in the Exclusions section of Disability Income Insurance page is replaced by the following:

**Preexisting Condition** - A disability that is due to a Preexisting Condition.

"Preexisting Condition" means an INJURY or SICKNESS or any condition related to such INJURY or SICKNESS for which a person consults a doctor, receives medical services or supplies or takes any medication during the six month period immediately before his or her INSURANCE DATE, if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy.

PREEXISTING CONDITION does not include: (a) any such INJURY or SICKNESS or condition after he or she has been continuously insured under the Policy for 12 months after his or her INSURANCE DATE; or (b) an INJURY or SICKNESS or condition classified as an IMPAIRMENT RESTRICTION.

G-50861-0 9/1/19

### **GROUP INSURANCE CERTIFICATE RIDER**

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**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

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

Missouri

Secretary

# **MISSOURI REGULATIONS**

The following applies to Missouri residents:

For the purpose of not excluding self-inflicted injuries caused while a person is insane, the Self Inflicted Injury item on the Exclusions section of the Disability Income Insurance page(s) is replaced by the following:

**Self Inflicted Injury** - A disability that is due to or related to an intentional self-inflicted injury or occurs while intentionally injuring oneself; while the INSURED MEMBER is sane.

G-50861-0 GMR-MO

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

Montana

Secretary

### **MONTANA REGULATIONS**

The following applies to Montana residents:

1. For the purpose of not extending the Preexisting Condition exclusion more than 12 months following the effective date, the Preexisting Condition exclusion on the Disability Income Insurance page(s) is revised as follows:

**Preexisting Condition** - A disability that is due to a Preexisting Condition.

"Preexisting Condition" means an INJURY or SICKNESS or any condition related to such INJURY or SICKNESS for which a person consults a doctor, receives medical services or supplies or takes any medication during the six month period immediately before his or her INSURANCE DATE, if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy.

PREEXISTING CONDITION does not include: (a) any such INJURY or SICKNESS or condition after the he or she has been continuously insured under the Policy for 12 months after his or her INSURANCE DATE; or (b) an INJURY or SICKNESS or condition classified as an IMPAIRMENT RESTRICTION.

2. For the purpose of providing benefits for a Covered Disability due to pregnancy on the same basis as any other SICKNESS, the Pregnancy, Childbirth Or A Related Medical Condition item in the Exclusions section on the Disability Income Insurance pages is deleted, and the definition of SICKNESS on the Definitions page(s) is replaced by the following:

**SICKNESS** means an illness, disease or pregnancy.

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**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

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

New Hampshire

Secretary

## **NEW HAMPSHIRE REGULATIONS**

The following applies to New Hampshire residents:

- 1. For the purpose of limiting the amount of payment, the Facility of Payment item on the Disability Income Insurance page(s) is revised as follows:
  - **Facility Of Payment** New York Life has the right to pay up to \$1,000 of the benefit to anyone who has incurred expenses for the INSURED MEMBER'S Covered Disability and who is deemed by New York Life to be equitably entitled, if any benefit becomes payable to: (a) the estate of an INSURED MEMBER; or (b) an INSURED MEMBER who is not competent to give a valid release. Such payment will be proper to the extent made.
- 2. For the purpose of listing reasons the Policy can be terminated by New York Life, the Termination By New York Life item in the Termination Of The Policy section on the General Provisions pages in the Policy and the Termination By New York Life section on the Important Notice page in the Certificate is revised as follows:

Termination By New York Life New York Life can terminate the Policy on any Anniversary Date by giving written notice to the Policyholder at least 60 days in advance. New York Life can exercise this option if: (a) the Policyholder modifies the Policy plan provisions without written consent from New York Life; (b) the level of participation in the plan falls below 100 lives; (c) the Policyholder commits an act of fraud in relation to insurance under this Policy; and (d) New York Life no longer provides the type of insurance under the Policy in the contract state of this Policy.

G-50861-0 GMR-NH

#### NEW HAMPSHIRE REGULATIONS

3. An internal grievance procedure is added to the Policy and Certificate as follows:

# **HOW TO APPEAL A CLAIM DENIAL**

If a claim is denied in whole or in part the INSURED MEMBER will receive a written notice of the denial. The notice will explain the reasons for the denial, review procedures and the time frame for a final decision.

The INSURED MEMBER may initiate the grievance/appeals process by requesting the review of any decision. The INSURED MEMBER may also seek assistance in preparing the appeal of an adverse benefit decision. To initiate an appeal and/or seek assistance in preparing the appeal of an adverse benefit decision, the INSURED MEMBER should contact New York Life at the number/address below:

New York Life Insurance Company 44 S Broadway White Plains, New York 10601

Attention: Group Membership Association Division Claims 1-800-792-9686

When calling or writing the INSURED MEMBER must provide the following information:

- name.
- address.
- phone number,
- Policy number, and
- Other information that may be necessary to aid in resolving the grievance.

Notification in writing of a decision will be given within 30 calendar days from the date of the grievance. If the case is not resolved within 30 days, New York Life may extend the time period an additional 30 days.

The denial and appeal letter will contain the following:

Policy provisions upon which the denial has been based

An outline of the information requested and reviewed upon which the decision was based

Why the information provided by the INSURED MEMBER and subsequent result of the review does not meet the policy provisions.

A statement that the INSURED MEMBER is entitled to an appeal. The appeal must be made in writing and should include documentation supporting the INSURED MEMBER'S position. The INSURED MEMBER has 180 days from the date of the initial denial to submit an appeal. Failure to furnish such appeal shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such appeal and that such appeal was furnished as soon as reasonably possible.

Additionally an INSURED MEMBER has the right to file a complaint or seek other assistance from the New Hampshire Insurance Department

Roger Sevigny
Insurance Commissioner
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, New Hampshire 03301-7317

1-800-852-3416 1-603-271-2261

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**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

New Mexico

Secretary

#### **NEW MEXICO REGULATIONS**

The following applies to New Mexico residents:

1. For the purpose of deciding any conflict between the terms of the Policy and Certificate in favor of the Certificate, the Certificate provision on the Important Notice page(s) of the Certificate is replaced by the following:

<u>Certificate</u> The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Certificate. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The INSURED MEMBER should contact New York Life with questions regarding insurance.

2. For the purpose of revising the time frame, the Preexisting Condition exclusion on the Disability Income Insurance page(s) is replaced by the following:

**Preexisting Condition** - A disability that is due to a Preexisting Condition.

"Preexisting Condition" means an INJURY or SICKNESS or any condition related to such INJURY or SICKNESS for which a person consults a doctor, receives medical services or supplies or takes any medication during the six month period immediately before his or her INSURANCE DATE, if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy.

PREEXISTING CONDITION does not include: (a) any such INJURY or SICKNESS or condition after the he or she has been continuously insured under the Policy for 12 months after his or her INSURANCE DATE; or (b) an INJURY or SICKNESS or condition classified as an IMPAIRMENT RESTRICTION.

3. For the purpose of including language noting that no such statement shall void insurance or reduce benefits thereunder unless contained in a written application for such insurance, the Entire Contract provision on the General Provision page(s) of the Policy and Important Notice page(s) of the Certificate is replaced by the following:

**Entire Contract** The contract consists of the: (a) Policy; (b) attached Application of the Policyholder; and (c) signed, written requests for group insurance. Statements made by the Policyholder in the Application and by an ELIGIBLE MEMBER in a request for group insurance are representations, not warranties. No such statements shall void the insurance or reduce benefits unless contained in a written application.

G-50861-0 9/1/19

### **GROUP INSURANCE CERTIFICATE RIDER**

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

North Carolina

Secretary

### **NORTH CAROLINA REGULATIONS**

The following applies to North Carolina residents:

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

# THIS DISABILITY INCOME INSURANCE CONTAINS AN EXCLUSION FOR PREEXISTING CONDITIONS

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

### READ YOUR CERTIFICATE CAREFULLY

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

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

# **IMPORTANT NOTICE TO INSURANCE FIDUCIARIES**

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

#### NORTH CAROLINA REGULATIONS

3. For the purpose of clarifying that no benefits will be paid for an Impairment Restriction, the Impairment Restriction item in the Exclusions section on the Disability Income Insurance page(s) is revised as follows:

**Impairment Restriction** - A disability that is due to or related to a condition which has an IMPAIRMENT RESTRICTION.

However, at any time and at his or her own expense, the INSURED MEMBER can give medical evidence of insurability for a condition which has an IMPAIRMENT RESTRICTION. After review of such evidence, New York Life will determine: (a) if and when such IMPAIRMENT RESTRICTION should be removed or liberalized; or (b) if it should be continued. Until such removal or liberalization has been determined, no such benefit will ever be paid for an Impairment Restriction.

4. For the purpose of deleting the requirement that the INSURED MEMBER be continuously insured under the Policy, the Preexisting Condition item in the Exclusions section on the Disability Income page(s) is revised as follows:

**Preexisting Condition** - A disability that is due to a Preexisting Condition.

"Preexisting Condition" means an INJURY or SICKNESS or any condition related to such INJURY or SICKNESS for which a person consults a doctor, receives medical services or supplies or takes any medication during the six month period immediately before his or her INSURANCE DATE, if such INJURY or SICKNESS or condition is not fully disclosed when a request for insurance is made under the Policy.

PREEXISTING CONDITION does not include: (a) any such INJURY or SICKNESS or condition for which such person has not consulted a doctor, received medical services or supplies or taken any medication for a continuous period of 12 consecutive months after his or her INSURANCE DATE; (b) any such INJURY or SICKNESS or condition after 24 months from the INSURED MEMBER'S INSURANCE DATE; or (c) an INJURY or SICKNESS or condition classified as an IMPAIRMENT RESTRICTION.

5. For the purpose of deleting the phrase "requiring hospital confinement (when the pregnancy is not terminated)", the Pregnancy, Childbirth Or a Related Medical Condition item in the Exclusions section on the Disability Income Insurance page(s) is revised as follows:

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

"Complication Of Pregnancy" means:

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

#### NORTH CAROLINA REGULATIONS

- 6. For the purpose of not requiring that an INSURED MEMBER be under the Regular Care of a physician indefinitely, the Regular Care item of the Exclusions section on the Disability Income Insurance pages is replaced by the following:
  - **Regular Care** A disability: (a) that does not require a doctor's regular care of, or attendance to, the INSURED MEMBER; or (b) for any period of disability for which the INSURED MEMBER is not under the regular care and attendance of a doctor, except that: This requirement will not apply if the INSURED MEMBER has reached his or her maximum point of recovery for the INJURY, SICKNESS or ORGAN DONATION. For the purpose of satisfying the requirement that the INSURED MEMBER be under the "regular care" of a doctor, doctor does not include the INSURED MEMBER or a member of his or her immediate family.
- 7. For the purpose of adding "authorized agent", the Notice of Claim item on the General Provisions page(s) of the Policy and Important Notice page(s) of the Certificate is replaced by the following:
  - **Notice Of Claim** The claimant must write to New York Life or its authorized agent about a claim within 30 days after the commencement of any disability covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
- 8. For the purpose of extending the time period for proof of loss to 180 days:
  - (a) the For The Benefit To Be Paid section on the Disability Income Insurance page is revised as follows:

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

- 1. New York Life must receive satisfactory proof of the INSURED MEMBER'S disability within 180 days after the: (a) WAITING PERIOD for a Covered Total Disability; or (b) date of return to work for a Residual Disability. If it is not possible to furnish proof within such time, it must be furnished as soon as reasonably possible.
- (b) the Proof Of Loss paragraph on the Claim section of the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised as follows:
  - **Proof Of Loss** New York Life must receive satisfactory proof of the loss within 180 days after the WAITING PERIOD for a Covered Total Disability. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible.
- 9. For the purpose of changing the time frame for payment of claims, the Claims Payment item of the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate are revised as follows:

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

G-50861-0 GMR-NC

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

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

North Dakota

Secretary

### NORTH DAKOTA REGULATIONS

The following applies to South Carolina residents:

For the purpose of increasing the time requirement from three years to five years for legal action, the Legal Action item of the Claims section on the General Provisions page(s) is replaced by the following:

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

G-50861-0 GMR-ND

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

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Oklahoma

Secretary

#### **OKLAHOMA REGULATIONS**

The following applies to Oklahoma residents:

- 1. The following Fraud Warning is added to the face page of the Policy and Certificate:
  - **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- 2. For the purpose of deleting "fall from or descent from", the Air Travel item in the Exclusions section of the Disability Income Insurance page(s) is replaced by the following:
  - **Air Travel** A disability that occurs during, is due to or is related to: the INSURED MEMBER'S travel in or travel on any aircraft while such aircraft is in flight, unless the INSURED MEMBER is traveling: (a) solely as a fare paying passenger on a licensed, commercial, regularly scheduled, non-military aircraft; or (b) in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved.
- 3. For the purpose of clarification, the War Conditions item in the Exclusions section of the Disability Income Insurance page(s) is replaced by the following:
  - **War** A disability that is due to or related to a declared or undeclared war, an act of war declared or undeclared, while serving in the military or any auxiliary unit attached to the military or working in an area of war whether voluntary or as required by an employer.
- 4. For the purpose of adding interest to the premium proceeds if they are not returned within the time frame stated, the Right to Examine the Certificate For 30 Days provision on the face page of the Policy and Certificate is replaced with the following:
  - Right To Examine The Certificate For 30 Days An INSURED MEMBER will have 30 days from the date of receipt to examine the Certificate. If the INSURED MEMBER does not wish to keep the Certificate, it must be surrendered to New York Life within this period. Upon such surrender, New York Life will return any premium paid and insurance will be void from the start. If New York Life does not return the premiums paid within 30 days from the date of cancellation, New York Life will pay interest on the proceeds.

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

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

South Carolina

Secretary

### **SOUTH CAROLINA REGULATIONS**

The following applies to South Carolina residents:

For the purpose of increasing the time requirement from three years to six years for legal action, the Legal Action item of the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

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

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

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Tennessee

Secretary

#### TENNESSEE REGULATIONS

The following applies to Tennessee residents:

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

#### **NOTICE**

If you have any questions or complaints regarding your group insurance plan, you may write to either of the following Service Office addresses:

Pediatrics Insurance Consultants, Inc. 125 South Wacker Drive Chicago, Illinois 60606-4401 1-800-257-3220 312-419-9700 New York Life Insurance Company 51 Madison Avenue New York, New York 10010 1-800-792-9686

2. For the purpose of revising the misstatement of age, the Misstatements provision on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is replaced by the following:

<u>Misstatement</u> If the age of the INSURED MEMBER has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

3. For the purpose of decreasing the Facility of Payment from \$2,000 to \$1,000, the Facility of Payment provision of the Who Will Be Paid section on the Disability Income Insurance pages is replaced by the following:

**Facility Of Payment** - New York Life has the right to pay up to \$1,000 of the benefit to anyone who has incurred expenses for the INSURED MEMBER'S Covered Disability and who is deemed by New York Life to be equitably entitled, if any benefit becomes payable to: (a) the estate of an INSURED MEMBER; (b) an INSURED MEMBER who is a minor; or (c) an INSURED MEMBER who is not competent to give a valid release. Such payment will be proper to the extent made.

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

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Texas

Secretary

#### TEXAS REGULATIONS

The following applies to Texas residents:

1. The following notice is added above the first provision on the first page of the Policy and Certificate:

### **NOTICE**

## THE POLICY IS SUBJECT TO AN INCREASE IN PREMIUM AT THE TIME OF RENEWAL AND THE INSURANCE ON THE INSURED MEMBER IS SUBJECT TO NONRENEWAL UPON THE INSURED MEMBER ATTAINING A CERTAIN AGE

2. For the purpose of deciding any conflict between the terms of the Policy and Certificate in favor of the Certificate, the Certificate provision on the Important Notice page(s) of the Certificate is replaced by the following:

<u>Certificate</u> The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Certificate. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The INSURED MEMBER should contact New York Life with questions regarding insurance.

3. For the purpose of clarifying New York Life's responsibilities in the payment of claims, the following items are added to the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate:

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

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

4. For the purpose of including a reference that compensation be considered when determining if an insured has suffered a Covered Total Disability, the following statement is included as part of the Covered Total Disability definition on the Disability Income Insurance page(s):

An INSURED MEMBER may work in any occupation and still be considered to have a Covered Total Disability, as long as he or she does not earn substantially the same compensation as was earned before the disability.

5. For the purpose of deleting the right to have the claimant examined psychologically and/or psychiatrically, and limiting the number of times New York Life may examine a person for whom claim is made, the Examination section on the General Provisions page(s) of Policy and the Important Notice page(s) in the Certificate is revised as follows:

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

- 1. have a claimant examined physically to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending, but not more than once in a three month period; and/or
- 2. have a claimant's financial records audited, as often as New York Life may reasonably require.

#### TEXAS REGULATIONS

6. For the purpose of allowing New York Life to contest insurance on an INSURED MEMBER for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the Important Notice page(s) of the Certificate and the Insurance On Insured Members section of the Incontestability provision on the General Provisions page(s) of the Policy are replaced by the following:

Insurance On Insured Members - Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial, increased or restored insurance on an INSURED MEMBER after it has been in force for two years under the Policy during such INSURED MEMBER'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER: (1) in applying for such insurance; and/or (2) used to allow insurance to take effect, be increased or be transferred from another policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

#### GROUP INSURANCE CERTIFICATE RIDER

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Vermont

Secretary

#### **VERMONT REGULATIONS**

The following applies to Vermont residents:

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

#### READ YOUR CERTIFICATE CAREFULLY

Coverage is provided under a group master policy issued in another state. In the event that a conflict exists between the master policy and certificate, the provisions of the certificate and Vermont law will control.

- 2. For the purpose of not limiting or excluding coverage for disabilities resulting from a "mental health condition", all references to Mental Disorders and/or Chemical Dependency limitation on the Schedule page(s) are deleted.
- 3. The phrase "completely and continuously" is deleted from Item 1. of the Covered Total Disability paragraph in the Covered Disability section on the Disability Income Insurance page as follows:

**Covered Total Disability** - A Covered Total Disability is an incapacity that an INSURED MEMBER suffers while he or she is insured under the Policy, if such incapacity results from:

- 1. an INJURY or SICKNESS and such incapacity prevents the INSURED MEMBER from doing the material and substantial duties of:
  - a. his or her regular occupation during the WAITING PERIOD and during the next 60 consecutive months; or
  - b. any occupation for which he or she is or may become qualified by reason of education, training or experience, after the WAITING PERIOD and the initial 60 consecutive month period.
- 4. For the purpose of clarification, the Air Travel item in the Exclusions section of the Disability Income Insurance page(s) is replaced by the following:
  - **Air Travel** A disability that (a) occurs during; or (b) is directly caused by; the INSURED MEMBER'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless the INSURED MEMBER is traveling: (a) solely as a fare paying passenger on a licensed, commercial, regularly scheduled, non-military aircraft; or (b) in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved.
- 5. For the purpose of clarification, the Crime/Illegal Occupation/Illegal Activity item in the Exclusions section of the Disability Income Insurance page(s) is replaced by the following:

**Felony/Illegal Occupation** - A disability that occurs during; is due to or is related to: the INSURED MEMBER'S participation in: (a) the commission of a felony; (b) an illegal occupation; (c) an insurrection; or (d) a riot.

- 6. The IMPAIRMENT RESTRICTION exclusion is deleted from the Disability Income Insurance page(s).
- 7. For the purpose of providing New York Life with satisfactory proof of a Covered Disability as soon as reasonably possible, the For the Benefit to be Paid section of the Disability Income Insurance page(s) is revised as follows:

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

- 1. New York Life must receive satisfactory proof of the INSURED MEMBER'S disability as soon as reasonably possible;
- 2. New York Life must determine that the disability is a Covered Disability; and
- 3. for a Covered Total Disability, the INSURED MEMBER must complete the WAITING PERIOD.

#### VERMONT REGULATIONS

8. For the purpose of providing satisfactory proof of a Covered Disability as soon as reasonably possible and deleting the 90 day time limit, the Proof of Loss paragraph of the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised as follows:

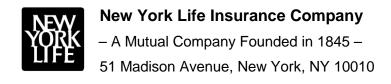
**Proof Of Loss** New York Life must receive satisfactory proof of the loss as soon as reasonably possible.

9. For the purpose of paying claims immediately upon receipt of satisfactory proof of Covered Disability the Claims Payment paragraph of the Claims section on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate is revised as follows:

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

10. For the purpose of allowing New York Life to contest insurance on an INSURED MEMBER for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the Important Notice page(s) of the Certificate and the Insurance On Insured Members section of the Incontestability provision on the General Provisions page(s) of the Policy are replaced by the following:

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



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

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

District of Columbia

Secretary

#### DISTRICT OF COLUMBIA REGULATIONS

The following applies to District of Columbia residents:

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

If you are dissatisfied with the resolution reached through the insurer's internal grievance system regarding medical necessity, you may contact the Director, Office of the Health Care Ombudsman and Bill of Rights at the following:

#### For Medical Necessity cases

District of Columbia Department of Health Care Finance Office of the Health Care Ombudsman and Bill of Rights 899 North Capital Street, N.E. 6th Floor Washington, D.C. 20002

Phone: (877) 685-6391 Fax: (202) 478-1397

If you are dissatisfied with the resolution reached through the insurer's internal grievance system regarding all other grievances, you may contact the Commissioner at the following:

### For Non-Medical Necessity cases

Commissioner Stephen C. Taylor Department of Insurance, Securities and Banking 810 First St. N.E., 7th Floor Washington, D.C. 20002

Phone: (202) 727-8000 Fax: (202) 354-1085

2. To clarify that when the provisions of the Policy/Certificate conflict with applicable laws/regulations, those laws/regulations will apply, the following notice is added to the face page of the Policy/Certificate:

**Conformity With State Laws And/Or Regulations** Any provision of the Policy/Certificate which is in conflict with any law and/or regulation of the Contract State or any extraterritorial law/or regulation of any other state in which an INSURED MEMBER is a resident shall be amended to conform to the minimum requirements of such law and/or regulation.

G-50861-0 9/1/19

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

to be attached to and made a part of the Certificate

**POLICYHOLDER** TRUSTEES OF THE AMERICAN ACADEMY OF

PEDIATRICS GROUP INSURANCE TRUST

**POLICY NUMBER** G-50861-0 (the "Policy")

**CONTRACT STATE** ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later September 1, 2019, or the INSURED MEMBER'S INSURANCE DATE, as follows:

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

Wisconsin

Secretary

### **WISCONSIN REGULATIONS**

The following applies to Wisconsin residents:

### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

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

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

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

Office of the Commissioner of Insurance Complaints Department P. O. Box 7873 Madison, WI 53707-7873 Telephone Numbers: (800) 236-8517 or (608) 266-0103

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