



**New York Life Insurance Company**

– A Mutual Company Founded in 1845 –

51 Madison Avenue, New York, NY 10010

**GROUP ANNUAL RENEWABLE TERM LIFE  
& DEPENDENT LIFE INSURANCE TO AGE 100 CERTIFICATE  
(CERTIFICATE)**

<b>POLICYHOLDER</b>	THE TRUSTEE OF THE MILITIA INSURANCE TRUST
<b>POLICY NUMBER</b>	G-14109-7 (the "Policy")
<b>CONTRACT STATE</b>	MISSOURI

**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) any exclusions and limitations of the Policy and all other terms and conditions of the Policy; and (b) New York Life's underwriting requirements.

**No Interim Liability** New York Life is not liable for requested initial 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.

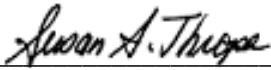
On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight at the place the INSURED MEMBER resides.

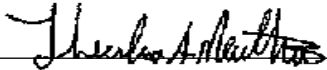
Highlights and other details of insurance appear in the Individual Schedule of Benefits page(s) and in the State Regulations page(s). These pages are attached to and made a part of the Certificate.

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

**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.

**Right To Examine The Certificate For 30 Days** Except for TRANSFER INSURANCE, the OWNER will have 30 days from the date of receipt to examine the certificate. If the OWNER 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.

  
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Secretary

  
\_\_\_\_\_  
President

G-14109-7/CERT

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**IMPORTANT NOTICE**

**Certificate** 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.

**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) reasonably 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.

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

**Misstatements** 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.

## IMPORTANT NOTICE

**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; (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; or (c) results from the termination or change in an agreement between New York Life and a third party, if such agreement is separate and distinct from the Policy and provided the Policyholder is not a party to such agreement. No agent of New York Life can make or change the Policy or waive any of its provisions.

**Termination By The Policyholder** The Policyholder may terminate the Policy, on any premium date after the first Anniversary Date, by giving written notice to New York Life at least 90 days in advance.

**Termination By New York Life** New York Life may terminate the Policy, on any premium date after the first Anniversary Date, by giving written notice to the Policyholder at least 90 days in advance.

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### **WHEN INSURANCE TAKES EFFECT**

**Requests** An APPLICANT can request to:

1. become initially insured for MEMBER INSURANCE or MEMBER INSURANCE and DEPENDENT INSURANCE for each of his or her ELIGIBLE DEPENDENTS, subject to the Options Available section stated on the Schedule page(s); and/or
2. 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.

**For Insurance To Take Effect** For initial insurance or restoration of insurance to take effect:

1. the APPLICANT must give the Policyholder a completed, written request for the insurance on a form satisfactory to New York Life. For TRANSFER INSURANCE, New York Life will treat a request for insurance submitted to the carrier of the PREVIOUS POLICY as a request for insurance submitted to New York Life. A written request for restoration must be given within six months after the date such CONTRIBUTION was due;
2. the APPLICANT must give New York Life satisfactory medical evidence of insurability, if such evidence is required, for the proposed COVERED PERSON. Such evidence is not required for: (a) TRANSFER INSURANCE; (b) Dependent Life Insurance on an ELIGIBLE CHILD; or (c) the amount of insurance provided to a NEW MEMBER during the INITIAL PERIOD and the election to continue such amount of insurance when the INITIAL PERIOD ends;
3. the APPLICANT must pay the CONTRIBUTION no later than the initial CONTRIBUTION DATE, except that: CONTRIBUTIONS are not required during the INITIAL PERIOD for a NEW MEMBER who becomes insured under the Policy. Any contribution paid under the PREVIOUS POLICY for such insurance, covering the period on or after the INSURANCE DATE, will be applied to insurance under the Policy. For restoration of insurance, all references to the payment of CONTRIBUTION include all unpaid CONTRIBUTIONS from the date insurance ended;
4. the proposed COVERED PERSON must be 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 Dependent Life Insurance on an ELIGIBLE CHILD);
5. New York Life must approve the insurance; and
6. for DEPENDENT INSURANCE, the APPLICANT must be an INSURED MEMBER on the INSURED DEPENDENT'S INSURANCE DATE.

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## WHEN INSURANCE TAKES EFFECT

For Non-Contributory Basic Benefit Insurance to take effect, the SPONSOR must pay the CONTRIBUTION.

Subject to the exception stated below, the effective date of the insurance is the first day of the policy month on or after the day all these requirements are met.

**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.

Exception: The INSURANCE DATE 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 such normal activities, 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. If these requirements are not satisfied, insurance will not take effect.

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

**When Non-Contributory Basic Benefit Insurance Takes Effect** - The \$1,000 Non-Contributory Basic Benefit Insurance automatically takes effect on the ELIGIBLE MEMBER'S enlistment date.

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## 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:

**Accelerated Death Benefit** The Accelerated Death Benefit is available to a COVERED PERSON under age 69 who has a Terminal Illness ("Terminal Illness" is a medical condition where the patient has a life expectancy of 12 months or less).

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

### **For The Benefit To Be Paid**

**Accelerated Death Benefit** For the Accelerated Death Benefit to be paid: (1) the Policyholder must receive a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life must receive satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness.

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

**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, unless payment in installments has been elected in accordance with the Payment In Installments and Request Procedure sections. The benefit is payable once while the COVERED PERSON is insured under the Policy, whether insurance is continuous or interrupted.

**Death Benefit** 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 unless payment in installments has been elected in accordance with the Payment In Installments and Request Procedure sections. New York Life will pay interest on the Death Benefit from the date of the COVERED PERSON'S death until the date of payment. Interest will be paid at the greater of the annual interest rate declared by New York Life for policy proceeds left with New York Life under Option 1 (Proceeds at Interest) or the minimum required by state law. New York Life will refund any CONTRIBUTION paid beyond the date of the COVERED PERSON'S death.

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## LIFE AND DEPENDENT LIFE INSURANCE

### **Beneficiary**

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

**Death Benefit** 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 OWNER, if living, otherwise to the executor or administrator of the OWNER'S estate, or at the option of New York Life, to the OWNER'S surviving relative(s) in the following order of survival: lawful married spouse; children equally; parents equally; or brothers and sisters 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 OWNER can designate a beneficiary or change his or her beneficiary designation.

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

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").

**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 OWNER, the benefit will be paid to the OWNER'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.

**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 INSURED MEMBER'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 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.

**Transfer Of Ownership** The OWNER can transfer all or any part of incidents of ownership of the insurance. The Policyholder agrees to accept CONTRIBUTIONS directly from the new OWNER.

**Request Procedure** To: (a) designate a beneficiary or change a beneficiary designation; (b) elect payment in installments or change such an election; and/or (c) 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.

## WHEN INSURANCE ENDS

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

1. for an INSURED MEMBER, the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer an active member of the SPONSOR providing the insurance, including a SPONSOR terminating SPONSOR status;
2. the COVERED PERSON'S TERMINATION AGE DATE;
3. with regard to the \$1,000 Non-Contributory Basic Benefit, the last day of the month on or after the day the INSURED MEMBER is no longer an active member of the SPONSOR;
4. the last day of the INITIAL PERIOD if a NEW MEMBER'S first CONTRIBUTION is not paid;
5. 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;

6. 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;
7. 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;
8. for an INSURED SPOUSE, the last day of the INSURANCE PERIOD during which such INSURED SPOUSE ceases to be the lawful married spouse of the INSURED MEMBER;
9. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such 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;
10. the later of: (a) the date stated in the COVERED PERSON'S written request to end the insurance; or (b) the date New York Life receives the COVERED PERSON'S written request to end the insurance; or
11. 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.

## CONTINUANCE

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:

**Handicapped Child Benefit** Insurance in force will continue for an INSURED CHILD who has: (a) reached the TERMINATION AGE DATE; and (b) a Handicap ("Handicap" means a physical or mental disability which: (1) renders the INSURED CHILD incapable of self-sustaining employment; and (2) requires dependency on the INSURED MEMBER 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** DEPENDENT 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 SURVIVOR SPOUSE can change the Option in accordance with the applicable provision of the Requests section on the When Insurance Takes Effect page(s).

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

**Termination Of Membership Benefit** Insurance in force on the day the INSURED MEMBER'S active membership with the SPONSOR providing the insurance ends, will continue if: (a) the INSURED MEMBER was continuously insured under the Policy for one year when active membership ended; (b) the conversion right available upon termination of membership has not been exercised; and (c) the INSURED MEMBER makes written election to continue his or her insurance as an inactive associate member of the SPONSOR within 31 days after the date insurance would otherwise have ended.

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

**Waiver Of Contribution Benefit** 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 180 days. 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, later than one year from the time proof is otherwise required;
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.

## CONTINUANCE

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 AGE 70.

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) for an INSURED SPOUSE, ceases to be the lawful married spouse of the INSURED MEMBER; or (3) 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 except: (a) nonpayment of the CONTRIBUTION; (b) the amount of insurance reduces to zero or less as a result of payment of an Accelerated Death Benefit; or (c) 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. Time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the five year requirement has been met.

**Conversion Period Benefit** 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). If the COVERED PERSON dies during the Conversion Period, the amount of insurance he or she would have been able to convert will be the Death Benefit payable for such COVERED PERSON'S death, whether or not application for the individual policy or the payment of the first premium has been made.

**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.

**Individual Policy** 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.

## DEFINITIONS

**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 who meets the requirements of an ELIGIBLE MEMBER.

**CONTRIBUTION** means the applicable full periodic payment toward the premium, received by the Policyholder, 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 requests to continue insurance provided during the INITIAL PERIOD, on or before the last day of the INITIAL PERIOD. Submission of the applicable payroll allotment form is considered payment of CONTRIBUTION; 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.

Modes of payment in effect under the PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

**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 in one of the following classes:

Class 1: 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;
  - d. is not an ELIGIBLE MEMBER; and
  - e. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent; or
2. natural child, stepchild, adopted child, or foster child who:
  - a. is not married;
  - b. with respect to a stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, adopted child or foster 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 eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent; or

Class 2: An ELIGIBLE MEMBER'S:

1. spouse, identified on the request for group insurance; or
2. unmarried child(ren);

who has not reached the TERMINATION AGE DATE on the TRANSFER DATE, who was insured as a dependent under the PREVIOUS POLICY and for whom such ELIGIBLE MEMBER has TRANSFER INSURANCE.

## DEFINITIONS

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 a **SPONSOR**, 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.

**ELIGIBLE CHILD** does not include any child currently insured for group dependent life insurance under any other group policy issued to the Policyholder by New York Life.

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

References to an adopted child include a child who is in the custody of the **APPLICANT**, pursuant to an interim court order of adoption or placement of adoption, whichever comes first, which vests temporary care of the child with the **APPLICANT** regardless of whether a final order granting adoption is finally issued.

**ELIGIBLE MEMBER** means a person who is in one of the following classes:

Class 1: A person who:

1. is an active member or associate member of the **SPONSOR**;
2. has not exceeded the **MAXIMUM ELIGIBILITY AGE**;
3. is not a resident of an **EXCLUDED STATE**; and
4. is not eligible to become insured under the Policy for **TRANSFER INSURANCE**; or

Class 2: A person who:

1. is an active member or associate member of the **SPONSOR**;
2. has **TRANSFER INSURANCE**; and
3. has not reached the **TERMINATION AGE DATE** on the **TRANSFER DATE**.

**ELIGIBLE MEMBER** does not include a person who requests insurance under the Policy by reason of membership in a **SPONSOR**, 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.

**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 **NEW MEMBER'S INSURANCE DATE** and ending on the date agreed to by the Policyholder and New York Life during which \$10,000 of Life Insurance is provided to the **NEW MEMBER** on a non-contributory basis.

**INSURANCE DATE** means the date that initial or restored insurance takes effect as stated in the For Insurance To Take Effect section of the When Insurance Takes Effect page.

**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.

## DEFINITIONS

**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.

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 59; ELIGIBLE SPOUSE, through age 59; or ELIGIBLE CHILD, through age 20, or through age 25 if a full-time student.

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

**NEW MEMBER** 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 SPONSOR within the last 90 days and while the Policy is in force. Such person will be provided non-contributory insurance during the INITIAL PERIOD.

**OWNER** means the person or entity who has the rights of ownership of the insurance. Initially, the OWNER is the person or entity indicated as such on the application for insurance, subject to the owner's right to transfer all or any part of the incidents of ownership of the insurance, as stated on the Life and Dependent Life Insurance pages.

**PREVIOUS POLICY** means Group Policy Numbers G-14109-0, G-14109-2, G-14109-3, G-14109-4, G-14109-5 and G-14109-6 issued to the Policyholder by New York Life Insurance Company.

**SPONSOR** means an eligible entity that participates in the Militia Insurance Trust.

**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 100;
2. the last day of the INSURANCE PERIOD during which the SURVIVOR SPOUSE reaches AGE 100; or
3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 21, 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.

**TOTAL DISABILITY** means an incapacity from an injury or sickness 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.

**TRANSFER DATE** means, for each ELIGIBLE MEMBER with TRANSFER INSURANCE, the date agreed to by the Policyholder and New York Life.

**TRANSFER INSURANCE** means the MEMBER INSURANCE or MEMBER and DEPENDENT INSURANCE in force under any other PREVIOUS POLICY the day before the agreed to TRANSFER DATE, which is being transferred to the Policy on such TRANSFER DATE.

**SCHEDULE**

**NON-CONTRIBUTORY BASIC BENEFIT**

The following Non-Contributory Insurance is automatically provided to each ELIGIBLE MEMBER of a SPONSOR effective as of the date of his or her enlistment.

Amount of Insurance

\$1,000

**NON-CONTRIBUTORY NEW MEMBER LIFE INSURANCE**

\$ 10,000

**CONTRIBUTORY LIFE INSURANCE**

**Options Available for Eligible Members**

Amounts Of Insurance

	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>
Under Age 60	\$ 5,000	\$ 10,000	\$ 15,000	\$ 20,000
Age 60 - 69	2,500	5,000	7,500	10,000
Age 70 - 74	1,250	2,500	3,750	5,000
Age 75 - 100	625	1,250	1,875	2,500

**Options Available for Eligible Spouses**

Amounts Of Insurance

	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>
Under Age 60	\$ 5,000	\$ 10,000	\$ 15,000	\$ 20,000
Age 60 - 69	2,500	5,000	7,500	10,000
Age 70 - 74	1,250	2,500	3,750	5,000
Age 75 - 100	625	1,250	1,875	2,500

**Options Available for Eligible Child(ren)**

Amounts Of Insurance

Child's Attained Age	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
15 days but before 6 months	\$ 500	\$ 500	\$ 500
6 months but before the TERMINATION AGE DATE	\$ 5,000	\$ 10,000	\$ 15,000

An ELIGIBLE SPOUSE or ELIGIBLE CHILD cannot be insured for an Option of Insurance that exceeds the Option of Insurance for which the INSURED MEMBER is insured.

## SCHEDULE

### **TRANSFER FROM PREVIOUS POLICY**

An INSURED MEMBER under age 50 on January 1, 2011 will have MEMBER INSURANCE or MEMBER and DEPENDENT INSURANCE automatically transferred from a PREVIOUS POLICY to this Policy, unless he or she opts out of the transfer offer. Any changes to the insurance are subject to the applicable Options Available.

Such insurance is subject to a 50% reduction at age 60 and again at age 70 with premium remaining the same. At age 75 until insurance ends, the maximum benefit amount is \$2,500, with premium adjusted.

The Maximum Aggregate amount of insurance for an INSURED MEMBER under this Policy and any other Policy issued to the Policyholder by New York Life is \$76,000.

## CONNECTICUT REGULATIONS

The following applies to Connecticut residents:

The following Notices are added to the face page of the Certificate:

**“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.”**

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

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## ILLINOIS REGULATIONS

The following applies to Illinois residents:

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

**“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.”**

2. For the purpose of increasing the life expectancy for TERMINAL ILLNESS from 12 months to 24 months, the definition of Terminal Illness in the Accelerated Death Benefit provision on the Life and Dependent Life Insurance page(s) is revised as follows:

**Accelerated Death Benefit** The Accelerated Death Benefit is available to a COVERED PERSON under age 69 who has a Terminal Illness ("Terminal Illness" is a medical condition where the patient has a life expectancy of 24 months or less).

3. The following notice is added to 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.

## MASSACHUSETTS REGULATIONS

The following applies to Massachusetts residents:

The Accelerated Death Benefit is not available to a resident of Massachusetts. To accomplish this change, the Accelerated Death Benefit provision and all references to the Accelerated Death Benefit are deleted.

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## MINNESOTA REGULATIONS

The following applies to Minnesota residents:

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

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

**READ YOUR POLICY CAREFULLY.**

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

**“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.”**

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

**Payment In Installments** The OWNER can elect to have all or any part of the Death Benefit or Accelerated Benefit paid in installments. He or she can later revoke or change such election. After the INSURED MEMBER'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(s) are replaced by the following:

**When A Conversion Right Is Available** 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.



## 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.

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 Important Notice pages of the Certificate and the Insurance On Covered Persons section of the Incontestability provision on the General Provisions pages of the Policy are replaced as follows:

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

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## NORTH DAKOTA REGULATIONS

The following applies to North Dakota residents:

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

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 59; ELIGIBLE SPOUSE, through age 59; or ELIGIBLE CHILD, through age 21, or through age 25 if a full-time student.

**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 100;
2. the last day of the INSURANCE PERIOD during which the SURVIVOR SPOUSE reaches AGE 100; or
3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 22, or if the child is a full-time student, reaches AGE 26, or any other age up to AGE 26 if the child is no longer a full-time student.

**OKLAHOMA REGULATIONS**

The following applies to Oklahoma residents:

1. The following Fraud Warning 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. The following Accelerated Death Benefit notice is to the face page of the Certificate:

**THIS POLICY/CERTIFICATE CONTAINS AN ACCELERATED DEATH BENEFIT PROVISION**

3. 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 Important Notice pages of the Certificate and the Insurance On Covered Persons section of the Incontestability provision on the General Provisions pages of the Policy are replaced as follows:

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

4. For the purpose of not terminating coverage on an INSURED CHILD who marries or is no longer financially dependent, item 9. on the When Insurance Ends page is deleted.
5. For the purpose insuring a child from birth: (a) item 2. of the definition of ELIGIBLE DEPENDENT on the Definitions page(s); and (b) the Options Available for Eligible Child(ren) item on the Schedule page(s) are replaced by the following:

(a) 2. natural child, stepchild, adopted child or foster child who:

- a. is not married;
- b. with respect to a stepchild, is substantially dependent upon the APPLICANT for support; or if the APPLICANT is deceased, the natural child, stepchild, adopted child or foster child is substantially dependent upon the family for support;
- c. has not exceeded the MAXIMUM ELIGIBILITY AGE;
- d. is not a resident of an EXCLUDED STATE, except that this requirement does not apply if the APPLICANT has DEPENDENT INSURANCE in force for children; and
- e. is not eligible to become insured under the Policy for TRANSFER INSURANCE as a dependent.

(b) **Options Available for Eligible Child(ren)**

Child's Attained Age	Amounts of Insurance		
	Option 1	Option 2	Option 3
Before 6 months	\$ 500	\$ 500	\$ 500
6 months but before the TERMINATION AGE DATE	\$ 5,000	\$ 10,000	\$ 15,000

## OKLAHOMA REGULATIONS

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

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE MEMBER, through age 59; ELIGIBLE SPOUSE, through age 59; or ELIGIBLE CHILD, through age 20, or older if attending an educational institution.

**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 100;
2. the last day of the INSURANCE PERIOD during which the SURVIVOR SPOUSE reaches AGE 100; or
3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 21, or if AGE 21 or older, the age when the child is no longer attending an educational institution.

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## 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 master policy and certificate, the provisions  
of the certificate and Vermont law will control.**

2. For the purpose of qualifying the percentage of interest paid, the Death Benefit provision in the What Benefit Is Payable section on the Life and Dependent Life Insurance page(s) is revised as follows:

**Death Benefit** 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 unless payment in installments has been elected in accordance with the Payment In Installments and Request Procedure sections. New York Life will pay interest on the Death Benefit from the date of the COVERED PERSON'S death until the date of payment. Interest will be paid at the greater of the annual interest rate declared by New York Life for policy proceeds left with New York Life under Option 1 (Proceeds at Interest) or six percent. New York Life will refund any CONTRIBUTION paid beyond the date of the COVERED PERSON'S death.

3. 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 Important Notice pages of the Certificate and the Insurance On Covered Persons section of the Incontestability provision on the General Provisions pages of the Policy are replaced as follows:

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

VERMONT REGULATIONS

4. For the purpose of adjusting the amounts payable under the Policy due to a misstated age, the Misstatements provision on the General Provisions page(s) of the Policy and the Important Notice page(s) of the Certificate has been revised as follows:

**Misstaterments** 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.

5. For the purpose of expanding the TERMINATION AGE DATE for the INSURED CHILD to include the exception that coverage shall be continued for an INSURED CHILD’S medically necessary leave of absence from school for a period not to exceed 24 months or the date on which coverage would otherwise end, item 3 in the definition of TERMINATION AGE DATE 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 100;
2. the last day of the INSURANCE PERIOD during which the SURVIVOR SPOUSE reaches AGE 100; or
3. the last day of the INSURANCE PERIOD during which the INSURED CHILD reaches AGE 21, 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. Except that coverage shall be continued for an INSURED CHILD’S medically necessary leave of absence from school for a period not to exceed 24 months or on the date on which coverage would otherwise end, whichever comes first. Documentation and certification by the student’s treating physician of the medical necessity of a leave of absence must be submitted to New York Life. New York Life shall require reasonable periodic proof from the student’s treating physician that the leave of absence continues to be medically necessary.

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**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 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