

Group Critical Illness Insurance Certificate

International Union of Elevator Constructors
Certificate Effective Date: July 1, 2025

IMPORTANT NOTICE

If you reside in the following state, please read the important notice below:

MARYLAND RESIDENTS:

This Certificate may omit some of the benefits required for a Certificate issued and delivered in Maryland.

New York Life Insurance and Annuity Corporation
(A Stock Insurance Company)
51 Madison Avenue, New York, NY 10010
1-800-225-5695
<http://www.newyorklife.com>

**GROUP CRITICAL ILLNESS INSURANCE
CERTIFICATE OF COVERAGE**

**THIS CERTIFICATE PROVIDES LIMITED COVERAGE.
PLEASE READ YOUR CERTIFICATE CAREFULLY.**

We, the New York Life Insurance and Annuity Corporation, have issued a Group Policy, GCI0100181 to NATIONAL GROUP BENEFITS INSURANCE TRUST on behalf of International Union of Elevator Constructors, Subscriber Group ID 511586.

We certify that We insure all eligible persons according to the terms of the Group Policy. Your coverage will begin according to the terms set forth in the *Effective Date of Insurance* section.

This Certificate describes the benefits and basic provisions of Your coverage. It is not the insurance contract and does not waive or alter any terms of the Policy. If questions arise, the Policy language will govern. You may examine the Policy at the office of the Subscriber or Our authorized administrator.

Please Read the Certificate Carefully.

This Certificate replaces all prior Certificates issued to You under the Group Policy.



Corporate Secretary, Colleen Meade



Chair, President, & CEO, Craig DeSanto

NOTICE: THE POLICY IS A CRITICAL ILLNESS POLICY. THIS IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. The Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

THIS IS NOT MEDICARE SUPPLEMENT INSURANCE COVERAGE.

If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from New York Life.

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SECTION I. SCHEDULE OF BENEFITS FOR CRITICAL ILLNESS INSURANCE

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the provisions carefully.

This *Schedule of Benefits* shows maximums, durations, and any limitations applicable to benefits provided in the Policy for each Covered Person unless otherwise indicated. Critical Illness Insurance Benefits, when referred to in this Schedule, mean the Covered Person's Critical Illness Insurance Benefits in effect on the date of a Diagnosed Critical Illness unless otherwise specified.

On the pages following the description of eligible Members there is a Schedule of Benefits for each Class of Eligible Members listed below. For an explanation of these benefits, please see the Description of Benefits.

If an Member is eligible under one Class of Eligible Members and later becomes eligible under a different Class, changes in the Member's insurance due to the Class change will be effective on the date of change in class.

CLASSES OF ELIGIBLE MEMBERS

Class 1	All active, full-dues paying members in good standing with the union working under a collectively bargained contract of the Employer, regularly working in the United States, who are citizens or permanent resident aliens of the United States, who are regularly working a minimum of 15 hours per week; or who worked a minimum of 750 hours in the previous calendar year; or who are projected to work a minimum of 750 hours in the current calendar year based on average hours worked year-to-date annualized for the entire year.
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SCHEDULE OF BENEFITS FOR CLASS 1, VOLUNTARY

Class 1 **All active, full-dues paying members in good standing with the union working under a collectively bargained contract of the Employer, regularly working in the United States, who are citizens or permanent resident aliens of the United States, who are regularly working a minimum of 15 hours per week; or who worked a minimum of 750 hours in the previous calendar year; or who are projected to work a minimum of 750 hours in the current calendar year based on average hours worked year-to-date annualized for the entire year.**

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Member must continuously be in Active Service to be eligible for coverage, including any period during which the Member was insured or eligible to be insured under a Prior Plan. It will be extended by the number of days the Member is not in Active Service.

Class Description	Eligibility Waiting Period
Class 1	None

CRITICAL ILLNESS INSURANCE BENEFITS

Critical Illness Benefit Amount

Member	Choice of \$5,000 to \$40,000 in increments of \$5,000
Spouse	Choice of \$5,000 to \$40,000 in increments of \$5,000
Dependent Child	50% of the Member Critical Illness Benefit Amount

Recurrence Benefit Amount

Member	100% of the initial benefit paid
Spouse	100% of the initial benefit paid
Dependent Child	100% of the initial benefit paid

Guaranteed Issue Amount

Member	\$40,000
Spouse	\$40,000
Dependent Child	\$20,000

COVERED CRITICAL ILLNESS

Core Critical Illness Conditions	Percentage of the Critical Illness Benefit Amount
Stroke	100.0%
Heart Attack	100.0%
Coronary Artery Disease	
Coronary Artery Disease (with Bypass)	100.0%
Major Organ Failure	100.0%
End Stage (Renal) Kidney Failure	100.0%
Cancer-Related Conditions	
Invasive Cancer	100.0%
Non-Invasive Cancer	25.0%
Skin Cancer	5.0%
More Diseases and Conditions	
Covered Conditions	
Severe Burns	100.0%
Type 1 Diabetes	100.0%
Functional Loss	
Coma	100.0%
Paralysis	100.0%
Progressive Diseases	
Advanced Dementia (including advanced Alzheimer's Disease)	100.0%
Multiple Sclerosis	25.0%

ADDITIONAL BENEFITS

	<u>Member</u>	<u>Spouse</u>	<u>Child</u>
Health Screening Benefit	\$50	\$50	\$50

The above items are only highlights of the Policy. For a full description of Your coverage, including any additional benefits, exclusions or limitations that may apply, continue reading Your Certificate of Coverage.

CONTINUATION OF INSURANCE

For Employer Approved Leave of
Absence

Maximum Benefit Period: 12 months

For Family Medical Leave

Maximum Benefit Period: The latest of:
1. the period of the approved FMLA leave; or
2. the leave period required by the laws of the state in which the
Member is employed.

For Furlough

Maximum Benefit Period: 12 months

For Reduction in Work Hours

Maximum Benefit Period: 12 months

For Temporary Layoff

Maximum Benefit Period: 12 months

For Strike or Labor Dispute

Maximum Benefit Period: 12 months

For Military Service

Maximum Benefit Period: 24 months

SECTION II. DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

CRITICAL ILLNESS BENEFIT

We will pay the Critical Illness Benefit if a Covered Person is Diagnosed by a Doctor with a Critical Illness while coverage is in force for the Covered Person. The amount payable is the percentage of the Critical Illness Benefit Amount shown in the Schedule of Benefits in effect for the Covered Person.

For the purpose of determining the date of a Diagnosis, a confirmation of a prior Diagnosis or a second opinion related to the course of Treatment for a prior Diagnosis is not the date of Diagnosis.

A Critical Illness Benefit is payable no more than one time for each Critical Illness. If you are subsequently Diagnosed with the same Critical Illness, a Recurrence Benefit may be payable.

RECURRENCE BENEFIT

We will pay the Recurrence Benefit if a Covered Person is Diagnosed by a Doctor with a Critical Illness for which the same Covered Person previously received a benefit under the Critical Illness Benefit, subject to any of the following conditions:

1. The subsequent Diagnosis must be made while coverage is in force for the Covered Person.
2. The subsequent Diagnosis of Invasive Cancer or Non-Invasive Cancer or Skin Cancer must occur at least 180 Days after the date of Diagnosis of the Invasive Cancer or Non-Invasive Cancer or Skin Cancer for which the Critical Illness Benefit was previously paid.
3. The subsequent Diagnosis of any other Critical Illness must occur at least 180 Days after the date of Diagnosis of the Critical Illness for which the Critical Illness Benefit was previously paid.

The amount payable is equal to the initial Critical Illness Benefit Amount paid for the first Diagnosis of the Critical Illness as shown in the Schedule of Benefits.

A confirmation of a prior Diagnosis is not considered a subsequent Diagnosis and is not eligible for payment of a Recurrence Benefit.

The Recurrence Benefit is not available for Paralysis, Advanced Dementia (including advanced Alzheimer's Disease) and Multiple Sclerosis which are payable only once per Covered Person.

There is no limit on the number of Recurrence Benefits payable.

ADDITIONAL CRITICAL ILLNESS BENEFIT

We will pay the Additional Critical Illness Benefit if a Covered Person is Diagnosed with a different Critical Illness after the same Covered Person already received a Critical Illness Benefit, subject to the following conditions:

1. The subsequent Diagnosis must be made while coverage is in force for the Covered Person.

The amount payable is the percentage of the Critical Illness Benefit Amount shown in the Schedule of Benefits in effect for the Covered Person.

HEALTH SCREENING BENEFIT

We will pay the Health Screening Benefit Amount shown in the Schedule of Benefits each day a Covered Person receives a Health Screening service. This benefit is payable only once per day even if multiple Health Screenings are provided in a single day. No more than 1 Health Screening Benefits are payable per Covered Person per Calendar Year.

Health Screening services include:

- safety/injury prevention class;
- mental health screening;
- baseline concussion screening;
- abdominal aortic aneurysm ultrasonography;
- blood test for lipids including total cholesterol, LDL, HDL, and triglycerides;
- bone marrow testing, bone density screening;
- breast ultrasound or mammography;
- CA15-3 blood test for breast cancer;
- CA 125 blood test for ovarian cancer;
- carotid doppler;
- CEA blood test for colon cancer;
- chest x-ray;
- colonoscopy;
- electrocardiogram;
- double contrast barium enema;
- fasting blood glucose test;
- flexible sigmoidoscopy;
- hemoccult stool analysis;
- mammogram;
- pap smear, (including ThinPrep);
- PSA;
- serum cholesterol test to determine level of HDL and LDL;
- serum protein electrophoresis (blood test for myeloma);
- stress test;
- thermography;
- CT angiography;
- Testicular Ultrasound;
- Smoking Cessation Program;
- Weight Reduction Program;
- Cancer Genetic Mutation Test (BRCA);
- Skin Cancer Screening;
- Biopsies for Cancer;
- Lymphocyte Genome Sensitivity Test (LGS) (universal blood test for cancer);
- Routine Eye Exam;
- Routine Dental Exam;
- Hearing Screening;
- Well child/preventative exams age 1 to 18;
- Adult annual exam;
- Biometric Screenings;
- Wellness Fair;
- Immunizations; or
- any other medically accepted health screening examination.

SECTION III. ELIGIBILITY FOR INSURANCE

A Member becomes eligible for insurance under the Policy on the date the Member meets all of the requirements of one of the covered classes described in the Eligible Classes section and completes any Eligibility Waiting Period, as shown in the Schedule of Benefits.

A Spouse and Dependent Child(ren) of an eligible Member become eligible for any dependent insurance provided by the Policy on the later of the date the Member becomes eligible or the date the Spouse or Dependent Child(ren) meet the applicable definition shown in the General Definitions section of this Certificate.

LIMITATIONS ON MULTIPLE ELIGIBILITY

A Covered Person may be insured only once under the Critical Illness Insurance coverage of the Policy even though they may be eligible under more than one class.

Special Rules for Members Who are Spouses of Other Members

A Member who is the Spouse of another Member may not be insured for Critical Illness Insurance as both a Member and as a Spouse at the same time.

If a Member is eligible and has enrolled as the Spouse of another Member, but later ceases to be eligible as a Spouse, that Member may, within 31 days, enroll for coverage as a Member.

Special Rules for Dependent Children

A Member who is the Dependent Child of another Member may not be insured for Critical Illness Insurance as both a Member and as a Dependent Child at the same time.

A Dependent Child of two or more Members may only be insured once under the Policy.

If a Member who has elected to insure Dependent Children ceases to do so, then the Member's Spouse may, within 31 days, elect to insure Dependent Children, provided they are insured as a Member.

In all cases, "Dependent Child" shall be defined with respect to the Member who has enrolled Dependent Children.

SECTION IV. ENROLLING FOR CRITICAL ILLNESS INSURANCE

GROUP ENROLLMENT EVENTS

An eligible Member may enroll for Critical Illness insurance coverage as follows:

1. During an Initial Group Enrollment Period, as established by the Subscriber and agreed to by Us, prior to the Effective Date of the Policy.
2. During Annual Group Enrollment periods established by the Subscriber.
3. At other times agreed to by Us.

INDIVIDUAL ENROLLMENT EVENTS

A. Initial Enrollment Period for Newly Eligible Members

During an initial enrollment period for newly eligible Members, within 31 days following the Member's date of eligibility, an eligible Member may enroll for Critical Illness insurance coverage as stated in the Schedule of Benefits. An eligible Member may not enroll an eligible Spouse or Dependent Child(ren) without enrolling for Member coverage.

B. Life Status Change for Members

An eligible Member may also enroll within 31 days of a Life Status Change.

Life Status Changes that qualify a Member to apply for coverage, including coverage for an eligible Spouse or Dependent Child(ren) include:

1. Becoming newly married;
2. Loss of a Spouse; whether by death, divorce, annulment, or legal separation;
3. Birth or adoption of a child, or acquiring a child through marriage;
4. A change in the group benefit plan available to the Member's Spouse;
5. A change in the Member's employment status that affects eligibility for group benefits for either the Member or the Member's Spouse;
6. Termination of a Spouse's employment.

C. Resumption of Critical Illness Insurance After a Period of Unpaid Leave of Absence

Unless the Member has agreed in writing to terminate Critical Illness insurance, coverage will resume for a Member upon his or her return to Active Service, if a Member's insurance ended because the Member was on an unpaid leave of absence approved by the Employer.

If the Member agreed to terminate Critical Illness insurance, the Member must enroll for any Critical Illness insurance and pay the required Premium.

D. Returning Military Service Enrollment for Members

Unless the Member has agreed in writing to terminate Critical Illness insurance, coverage will resume for an Member that returns to Active Service after a period of active military duty subject to the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and applicable state law.

If the Member agreed to terminate Critical Illness insurance, the Member must apply for Critical Illness insurance and pay the required premium.

E. Late Enrollment for Members

Enrollment outside of the conditions listed above is not permitted.

SECTION V. EFFECTIVE DATE OF INSURANCE

Effective Date of Coverage for Enrollment During a Group Enrollment Event

Your coverage begins at 12:01 a.m. Local Time at the Employer's address on the Policy Anniversary date following the date You enroll, if You enroll during a Group Enrollment Event as described in the Enrolling for Critical Illness Insurance Section and agree to pay the required Premium Contributions, if any.

Coverage for Your Spouse or Dependent Child(ren) begins at 12:01 a.m. Local Time at the Employer's address on the Policy Anniversary date following the date You enroll Your eligible Spouse or Dependent Child(ren), if You enroll them during a Group Enrollment Event as described in the Enrolling for Critical Illness Insurance Section and You agree to pay the required Premium Contributions, if any.

Effective Date of Coverage for an Enrollment During an Initial Enrollment Period for Newly Eligible Members

Your coverage begins at 12:01 a.m. Local Time at the Employer's address on the first of the month following the date You enroll, if You enroll within the Initial Enrollment Period for Newly Eligible Member as described in the Enrolling for Critical Illness Insurance Section and agree to pay the required Premium Contributions, if any.

Coverage for Your Spouse or Dependent Child(ren) begins at 12:01 a.m. Local Time at the Employer's address on the first of the month following the date You enroll Your eligible Spouse or Dependent Child(ren), if You enroll them within the Initial Enrollment Period for Newly Eligible Member as described in the Enrolling for Critical Illness Insurance Section and You agree to pay the required Premium Contributions, if any.

If You or Your Spouse or Dependent Child(ren) are eligible for coverage and enroll on the first day of the month, coverage will become effective on that date.

Effective Date of Coverage for an Enrollment as the Result of a Life Status Change

Your coverage begins at 12:01 a.m. Local Time at the Employer's address on the first of the month following the date You enroll, if You enroll during the time period established for Life Status Changes as described in the Enrolling for Critical Illness Insurance Section and agree to pay the required Premium Contributions, if any.

Coverage for Your Spouse or Dependent Child(ren) begins at 12:01 a.m. Local Time at the Employer's address on the first of the month following the date You enroll Your eligible Spouse or Dependent Child(ren), if You enroll them during the time period established for Life Status Changes as described in the Enrolling for Critical Illness Insurance Section and You agree to pay the required Premium Contributions, if any.

If You or Your Spouse or Dependent Child(ren) are eligible for coverage and enroll on the first day of the month, coverage will become effective on that date.

Effective Date of Coverage for Newly Born or Adopted Children

A Member's Dependent Child(ren) who are born or placed in the Member's home for adoption while the Member is covered under the Policy are covered for 60 days from the moment of live birth or date of placement for adoption.

If the Member has not elected Dependent Child(ren) insurance coverage at the time of the birth or date of placement, the Member must notify us within 60 days of the newly eligible Dependent Child's birth or date of placement for adoption to continue coverage beyond the initial 31 day period.

SECTION VI. TERMINATION OF INSURANCE

The insurance on a Covered Person will end on the earliest date below:

1. The date the Policy is terminated or amended to terminate insurance for an Eligible Class.
2. The end of the month in which the Subscriber's participation under the Policy ends.
3. The end of the month in which the Member is no longer in Active Service.
4. The end of the month in which the Member is no longer in an Eligible Class or no longer satisfies the eligibility requirements under the Policy.
5. The end of the month in which Premium is paid, subject to any Grace Period.
6. The end of the month in which the Member, Spouse, or Dependent Child(ren) enters full-time active duty in the Uniformed Services of the United States for more than 30 consecutive days. We will provide a pro-rata premium refund.
7. The end of the month in which the Covered Person ceases to be a member in good standing of the Subscriber.
8.
 - a. For a Spouse or Dependent Child(ren), on the end of the month in which the Member's insurance ends.
 - b. For a Spouse, on the next Premium due date after the date that the Spouse is no longer eligible due to death of the Member, upon divorce, legal separation, or other termination of marriage.
 - c. For a Dependent Child(ren), on the next Premium due date after the date that the Dependent Child no longer meets the Policy's definition of Dependent Child, or reaches any age limit provided under the Policy.

Please refer to the Continuation of Insurance provision for situations under which coverage can be continued following Termination of Insurance.

Termination will not affect a claim that is the result, directly and independently of all other causes, of a covered Critical Illness that was Diagnosed while coverage was in effect.

SECTION VII. CONTINUATION OF INSURANCE BENEFITS

If a Member is no longer in Active Service, the Member may be eligible to continue insurance. The following provisions explain the continuation options available under the Policy. Please see the Schedule of Benefits to determine the applicability of these benefits.

Premiums are required to continue insurance. Unless the Member has agreed in writing to terminate Critical Illness Insurance, the Subscriber is responsible for all Premium payments to continue insurance, and for collecting any Premium Contributions required of Members.

Unless otherwise stated, continuation begins when the Member's Active Service ends. If more than one continuation provision applies, only the one with the longer duration will be applicable.

Notwithstanding any other provision of the Policy, if a Member's Active Service ends due to termination of employment, or any other termination of the employment relationship, insurance will terminate and continuation of insurance under this section will not apply.

Continuation for Family Medical or Employer Approved Leave of Absence

If a Member's Active Service ends due to an approved family and medical leave, insurance will continue up to the maximum period shown in the Schedule of Benefits.

If a Member's Active Service ends due to any other leave of absence approved in writing by the Subscriber prior to the date the Member ceases work, insurance will continue up to the maximum period shown in the Schedule of Benefits. A Subscriber approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

Continuation for Furlough

If a Member's Active Service ends due to Furlough, insurance will continue up to the maximum period as shown in the Schedule of Benefits.

Continuation for Reduction in Work Hours

If a Member's Active Service ends due to a Subscriber mandated reduction in work hours below the minimum level required, insurance will continue up to the maximum period as shown in the Schedule of Benefits.

Continuation for Temporary Layoff

If a Member's Active Service ends due to Temporary Layoff, insurance will continue up to the maximum period shown in the Schedule of Benefits.

Continuation for Strike or Labor Dispute

If a Member's Active Service ends due to a lockout, lawful strike, or other lawful labor dispute, insurance may be continued up to the maximum period shown in the Schedule of Benefits.

Continuation under this provision will end upon the earliest of the following:

1. The end of the maximum period shown in the Schedule of Benefits.
2. The date that a Member becomes employed on a full time basis with another employer, or in a different position with the Subscriber.
3. The end of the period for which any required Premium Contribution is not made, subject to the Grace Period.
4. The date that a court or administrative agency having jurisdiction rules that a strike is unlawful.

Continuation for Military Service

If a Member's Active Service ends due to entry into the armed forces that is subject to Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), insurance will continue until the earliest of the following dates:

1. 24 months from the end of Active Service;
2. The day the Member fails to return to Active Service following the end of military service subject to USERRA.

The Member will be given credit for the time they were covered under the Policy prior to the leave.

SECTION VIII. PORTABILITY OPTIONS FOR CRITICAL ILLNESS INSURANCE

Portability rights may be only exercised by U.S. citizens or permanent resident aliens.

A. Eligibility for Portability Coverage

Member

You are eligible for Portability coverage if:

1. You end Active Service with Your Employer;
2. You are no longer a member of an Eligible Class; or
3. The Subscriber terminates this coverage and doesn't replace it within 30 days.

Your group Critical Illness Insurance under the Policy must be in effect at the time of the event that made You eligible for Portability Coverage.

If You want Your covered Spouse or covered Dependent Child(ren) to continue coverage under the Portability plan, You must elect Portability coverage for Yourself.

Spouse

Your covered Spouse may request their own Portability coverage:

1. if You die; or
2. if You and Your Spouse divorce (including the equivalent of divorce for civil union or Domestic Partners).

If You die and Your Spouse elects coverage under this Portability provision, the Spouse may elect Portability coverage for Your covered Dependent Child(ren).

If Your Spouse elects coverage under this Portability provision, the Spouse will become the primary insured for the purposes of Portability coverage.

Dependent Child(ren)

Your Dependent Child(ren) are eligible for Portability coverage if the Dependent Child(ren) were covered under the Policy when You became eligible for Portability coverage and You elect to insure the Dependent Child(ren) under the Portability coverage or if You die and Your covered Spouse elects to insure both themselves and the Dependent Child(ren) under the Portability coverage.

B. Amount of Portability Coverage

Member

The maximum amount of insurance that can be continued under the Portability provision is the amount that was in effect on the date You became eligible for Portability coverage. You may decrease but not increase the continued coverage amount upon request.

Dependents

The maximum amount of insurance that can be continued for a Spouse or Dependent Child(ren) under the Portability provision is the amount that was in effect for Your Spouse or Dependent Child(ren) on the date they became eligible for Portability coverage. You may decrease but not increase the continued coverage amount upon request.

C. Applying for Portability Coverage

The Subscriber or We will provide You with the information needed to continue Your coverage under this provision. Continuation of coverage must be elected within 60 days of the Member's termination of employment or membership in an eligible class under the Policy. The initial Premium must be paid within 60 days of billing.

This continued Critical Illness Insurance will be effective on the date that Critical Illness insurance would otherwise have ended under the Policy, as long as the above requirements are met.

Your Spouse or Dependent Child must apply for Portability coverage and pay the first Premium within 60 days after the date they become eligible for Portability coverage.

The Incontestability provision will apply to Portability coverage and will run from the date of the Covered Person's effective date of coverage under the Policy.

D. Portability Coverage Under the Group Policy

Any insurance continued under this Portability section will be provided under the group Policy. The terms and conditions of the Covered Person's continued insurance will be the same as those in effect on the date the Covered Person became eligible for Portability coverage, except for the right to add new dependent coverage.

E. Premiums for Portability Coverage

You will be directly billed for all Premiums due under this provision. We will notify You of the amount of Premium due, the frequency of Premium payments and the Premium due dates. If any Premium is not paid when due, You will have a 31 day Grace Period. This is the period following the Premium due date which Premium may be made by You. Insurance will end at the end of the Grace Period if You fail to make the required Premium payment within that time.

We will not change the Premium rate more than once in any period of 6 consecutive months and We will give You 31 days advance Written notice of any change in rates. If Your Spouse is eligible to apply separately and has done so, then Your Spouse will be responsible for Premium payments and will be directly billed for all Premiums due, and all benefit payments due will be paid directly to Your Spouse.

F. When Portability Coverage Ends

Member

Portability coverage for You will end on the earliest of:

1. the date You fail to pay any required Premium, subject to the Grace Period;
2. the date You cancel Your coverage; or
3. the date You die.

Dependents

Portability for a Spouse will end on the earliest of the following:

1. When Portability for the Spouse is exercised with Member Portability:
 - a. the date You fail to pay any required Premium;
 - b. the date You cancel Your coverage; or
 - c. the date You or Your Spouse die.
2. When Portability for Your Spouse is exercised on their own:
 - a. the date Your Spouse fails to pay any required Premium;
 - b. the date Your Spouse cancels coverage; or
 - c. the date Your Spouse dies.

Portability coverage for a Dependent Child(ren) will end on the earliest of the following:

1. When Portability for the Dependent Child(ren) is exercised with Member Portability:
 - a. the date Your coverage ends;
 - b. the date Your Dependent Child no longer qualifies as a Dependent Child; or
 - c. the date Your Dependent Child dies.
2. When Portability for Your Dependent Child(ren) is exercised by Your Spouse due to Your death:
 - a. the date Your Spouse's coverage ends;
 - b. the date Your Dependent Child no longer qualifies as a Dependent Child; or
 - c. the date Your Dependent Child dies.

If Portability coverage ends due to failure to pay required Premium, Portability coverage cannot be reinstated.

The group Policy will remain in force for the purpose of continuing Portability coverage, but without further obligation of the Subscriber. However, We may terminate Portability coverage provided by this provision upon 60 days' notice if the Policy terminates.

SECTION IX. CLAIM PROVISIONS

Notice of Claim

Written notice must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If Written notice is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at Our home office in 51 Madison Ave, New York, NY 10010, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Subscriber Name, the Policy Number and the claimant's name, address and certificate number.

Claim Forms

When We receive notice of claim, We will send claim forms with Written instructions for filing Proof of Loss. If such claim forms are not sent by Us within 15 days after notice is received by Us, You shall be deemed to have complied with the requirements of proof of claim when You submit Written proof that covers the occurrence, character and extent of the loss for which a claim is made.

Proof of Loss

You must send Us Written proof of Your claim no later than 90 days after a Covered Loss. Failure to give such proof within this timeframe shall not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. You must provide proof of claim no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

Time of Payment of Claims

Benefits payable under the Policy will be paid immediately, but no later than the 60th day, upon Our receipt of due Written proof of loss.

Payment of Claims

All benefits are payable to the Member. Any benefits unpaid at the time of Your death will be paid to the first surviving class of the following classes of persons:

1. spouse;
2. child or children, in equal shares;
3. mother or father; in equal shares;
4. siblings; in equal shares;
5. Your estate.

If a survivor entitled to receive a payment dies before receiving it, We will make payment to that person's estate.

If a survivor entitled to receive a payment has a special needs trust established, We will make payment to that person's trust instead of the person directly.

Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payments and release Us from all liability.

Assignment

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documentation needed to determine whether benefits are payable or the actual benefit amount due.

Legal Actions

No action at law or in equity may be brought to recover under the Policy less than 60 days after Written proof of loss has been furnished as required by the Policy. No such action will be brought more than six years after the time such Written proof of loss must be furnished.

Physical Examination and Autopsy

We, at Our expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably be required. We may, at Our expense, require an autopsy unless prohibited by law.

SECTION X. GENERAL PROVISIONS**Entire Contract**

The insurance for Covered Persons is provided under a contract of group Critical Illness insurance with the Subscriber, and the entire contract with the Subscriber consists of:

1. all Policy provisions and any amendments and endorsements to the Policy;
2. the Certificate of Coverage and any amendments and endorsements to the Certificate of Coverage; and
3. the Subscriber's signed application.

Certificate of Coverage

This Certificate of Coverage (or Certificate) is a Written statement prepared by Us and may include attachments. It tells You:

1. the coverage to which You may be entitled;
2. to whom We will make a payment; and
3. the limitations, exclusions and requirements that apply within the Policy.

Any conflict between the terms of the individual Certificate and the Policy will be decided in favor of the Policy. We have written your Certificate of Coverage in understandable terms. However, a few terms and provisions are written as required by insurance law. If You have any questions about any of the terms and provisions, please consult Our claims paying office. We will assist You in any way to help You understand Your benefits.

Policy Changes

The Policy can be changed:

1. at any time by Written agreement between Us and the Subscriber; and
2. without the consent of any other person.

The Policy may also be changed by Us by amendment to the Policy and without the consent of the Subscriber or any other person, if such amendment is signed by an officer of Us and:

1. results from the exercise of a right reserved to Us in the Policy; or
2. is issued to conform to any law and/or regulation which applies to the insurance under the Policy. No agent of Ours can make or change the Policy or waive any of its provisions.

Notice of Cancellation

The Subscriber or We may cancel the Policy as of any Premium Due Date on or after the first Policy Anniversary Date by giving 60 days advance written notice.

If a Premium is not paid when due, the Policy will automatically be canceled as provided in the Policy Grace Period provision.

Termination will not affect a claim for a Covered Loss that is the result of a Critical Illness that occurred while insurance was in effect.

Incontestability

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, in writing and signed, and a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of death or incapacity, the beneficiary or representative shall be given a copy.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

Misstatement of Age

If a Covered Person's age has been misstated, We will adjust all benefits to the amounts that would have been purchased for the correct age.

Clerical Error

Clerical error or omission by Us or the Subscriber will not:

1. revoke insurance otherwise in force, if You are entitled to coverage under the terms of the Policy; or
2. cause coverage to begin or continue for You when the coverage would not otherwise be effective.

If We or the Subscriber make a clerical error in keeping data that is required to compute Premiums and administer the terms of the Policy, We will:

1. based upon the facts, decide whether You have coverage under the Policy and in what amounts; and
2. make a fair adjustment of the Premium and/or insurance to correct the error.

Agency

The Subscriber is acting as an agent of the Member for transactions relating to insurance under the Policy. The actions of the Subscriber shall not be considered the actions of Us, and We are not liable for any of their acts or omissions.

Unpaid Premium

Any unpaid Premium due for a Covered Person's coverage under this Certificate may be recovered by Us by offsetting against amounts otherwise payable under this Certificate.

Worker's Compensation

The Policy does not replace or affect the requirements for coverage by any workers' compensation insurance.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that apply to the Policy are automatically changed to satisfy the minimum requirements of such laws.

SECTION XI. GENERAL DEFINITIONS

Please note that certain words used in the Policy and this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Active Service

A Member will be considered in Active Service with the Subscriber on any day that is either:

1. One of the Subscriber's scheduled work days on which the Member is performing the regular duties of the Member's regular occupation and hours required for class eligibility, either at one of the Subscriber's usual places of business or at some other location the Subscriber has authorized the Member to work; or
2. A scheduled holiday, vacation day or period of the Subscriber- approved paid leave of absence, other than disability or sick leave after 7 days, only if the Member was in Active Service on the preceding scheduled workday.

A Member is considered in Active Service on a day which is not one of the Subscriber's scheduled work days only if they were in Active Service on the preceding scheduled work day.

Activities of Daily Living Includes the following activities:

1. Bathing (i.e. washing oneself in a shower or tub, or getting into or out of the tub or shower; or washing oneself by sponge bath.)
2. Dressing oneself by putting on and taking off from one's body all items of clothing and needed braces, fasteners and artificial limbs.
3. Continence (i.e. the ability to maintain control of one's own bowel and bladder function; or when unable to maintain bowel or bladder function, the ability to perform associated hygiene, including caring for a catheter or colostomy bag).
4. Toileting oneself by getting to and from the toilet, getting on and off the toilet, and performing personal hygiene associated with toileting.
5. Feeding oneself by getting nourishment into one's own body either from eating food that is made available to you in a receptacle such as a plate, cup, or table, or by feeding oneself by a feeding tube or intravenously.
6. Transferring (i.e. the ability to get oneself into or out of bed, a chair or wheelchair; or the ability to move from place to place either by walking, use of a wheelchair, or some other means).

Advanced Dementia (including advanced Alzheimer's Disease)

A progressive degenerative disease of the brain that is Diagnosed as advanced dementia or advanced Alzheimer's Disease by a Doctor. The Covered Person must:

1. exhibit the loss of intellectual capacity involving impairment of memory and judgment, which results in a significant reduction in mental and social functioning; and
2. be certified by a Doctor as requiring Substantial Physical Assistance from another adult to perform at least 2 Activities of Daily Living.

The date of Diagnosis is the date a Doctor certifies that the Covered Person requires Substantial Physical Assistance from another adult to perform at least 2 Activities of Daily Living.

We will not pay benefits for Advanced Dementia if the Covered Person was Diagnosed with Alzheimer's Disease, regardless of the Covered Person's symptoms or incapacities, prior to the Covered Person's effective date of coverage.

Annual Group Enrollment Period	The period in each Calendar Year agreed upon by the Subscriber and Us when an eligible Member may enroll for or change their benefit elections under the Policy as shown in the Schedule of Benefits.
Calendar Year	The period beginning on the Coverage Effective Date and ending on December 31 of the same year. Thereafter, it is the period beginning on January 1 and ending on December 31.
Coma	Complete unconsciousness with inability to respond to external or internal stimuli. The diagnosis of a Coma must be made by a Doctor and includes an admission Glasgow Coma Scale score of 7 or less. Coma includes a medically induced Coma. The date of Diagnosis is the date the Doctor confirms the clinical Diagnosis of a Coma as described above.
Contribution	The amount the Subscriber may require a Covered Person to pay towards the total Premium that We charge for the insurance provided under the Policy. The Premium due on any Premium Due Date is determined by the total amount of insurance provided under the Policy on such date, multiplied by the appropriate Premium rate(s) that are in effect on that date, subject to any Premium adjustments, if applicable.
Contributory Insurance	Insurance for which the Subscriber requires the Covered Person to pay all or a portion of the Premium. The Certificate of Coverage specifies who pays the cost of the coverage.
Coronary Artery Disease (with Bypass)	A heart disease or angina of sufficient severity that a Doctor has recommended coronary artery bypass surgery, which is a surgical procedure to bypass a narrowing or blockage of one or more coronary arteries utilizing venous or arterial grafts. The Doctor must deem the surgery necessary to correct the blockage of the coronary arteries. If heart disease or angina of sufficient severity that coronary artery bypass would be necessary, but the Covered Person is too ill to undergo the surgery the requirement that coronary artery bypass be recommended is waived. The date of Diagnosis is the date the Doctor recommends coronary artery bypass surgery. Only one benefit is payable no matter how many arteries involved.
Covered Person	The Member and any Spouse and Dependent Child(ren), who has met the enrollment requirements of the Policy, for whom the required Premium has been paid when due, and whose coverage under this Policy remains in force.
Critical Illness	Any of the conditions listed in the Critical Illness Benefits section of the Benefits Schedule.

Dependent Child

A Member's unmarried child who meets the following requirements:

1. A child from birth but less than 26 years old;
2. A child who has reached age 26, who:
 - a. Is unable to support themselves due to mental or physical incapacity; and
 - b. Resides with and is chiefly financially dependent on the Member; and
 - c. Is eligible as a Dependent Child under the Member's health care plan, and is covered under that plan, or under a separate health care plan.

A child's age shall be determined as of the date of change.

The term "child" means:

1. A natural child.
2. A foster child.
3. A legally adopted child, beginning with any waiting period pending finalization of the adoption of the child.
4. A stepchild who resides with the Member and is financially dependent upon such Member.
5. A child of a Member's covered Spouse, who resides with the Member and is financially dependent upon such Member.
6. A child, including a grandchild, for whom the Member is the court-appointed legal guardian, as long as the child resides with the Member and primarily depends on the Member for financial support. Financial support means that the Member is eligible to claim the child for purposes of Federal and State income tax returns.

If the Member who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with Member for at least 6 consecutive months and intend to reside with the Member for an indefinite period of time.

Diagnosis, Diagnosed

A Doctor, specializing in a particular field of medicine, where applicable, has definitively identified a disease or irregularity in a Covered Person. Such Diagnosis must:

1. be based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations and where the results are documented in and supported by the Covered Person's medical records; and
2. meet all diagnostic requirements stated in this Certificate for the particular condition being Diagnosed.

Doctor

A person performing tasks that are within the limits of their medical license and:

1. who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

This may include a government-licensed practitioner of the healing arts acting within the scope of license and rendering care and Treatment to a Covered Person that is appropriate for the condition.

Domestic Partner

Means either of the following, with respect to any unmarried Member:

1. Any person who is registered with the Member as a Domestic Partner, or partner to a civil union, under any state domestic partnership or civil union law which creates legal rights and obligations similar to marriage.
2. Any person who meets the following requirements:
 - a. Is at least 18 years of age.
 - b. Shares a permanent residence with the Member and has resided with the Member continuously for at least 12 months and is expected to continue to reside with the Member indefinitely.
 - c. Is the Member's sole Domestic Partner, and is not married and has no other Domestic Partner as defined.
 - d. Is not so closely related by blood to the Member as to preclude legal marriage.
 - e. Has agreed with the Member that the Member and Domestic Partner are mutually financially responsible for the welfare of the other.
 - f. Is financially interdependent with the Member in one or more of the following ways:
 1. Joint bank, savings or brokerage accounts.
 2. Joint ownership of real property or joint leasing of a primary residence.
 3. Joint credit obligations.
 4. Being named as beneficiary under a last will.
 5. Being named as attorney in fact under a durable or healthcare power of attorney.
 - g. A person who has not signed a Domestic Partner affidavit or declaration with any other person within the last 12 months.
3. Is eligible as a Domestic Partner under the Employer's health care plan, and is covered under that plan, or under a separate health care plan.

Employer

The Subscriber and any affiliates or subsidiaries covered under the Policy. The Employer is not Our agent with respect to any transactions relating to this insurance.

End-Stage (Renal) Kidney Failure

Chronic and irreversible failure of both of the Covered Person's kidneys:

1. which requires the Covered Person to undergo peritoneal dialysis or hemodialysis; or
2. for which a Doctor has determined that a kidney transplant is necessary to be performed as soon as an appropriate donor is located.

The date of Diagnosis is any of the following:

1. the date a Doctor recommends the Covered Person undergo regular peritoneal dialysis or hemodialysis;
2. the date a Doctor determines that the Covered Person must undergo a kidney transplant; or
3. the date the Covered Person is placed on the UNOS (United Network for Organ Sharing) list for a kidney transplant.

Furlough

Furlough means a temporary suspension or alteration of Active Service initiated by the Subscriber, for a period of time specified in advance not to exceed 14 days at a time.

Heart Attack

The death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries.

Diagnosis of a Heart Attack requires two of the following criteria:

1. Clinical picture of myocardial infarction;
2. New EKG findings consistent with myocardial infarction;
3. Elevation of cardiac enzymes above standard laboratory levels of normal (in case of CPK, a CPK-MB measurement must be used).

The date of Diagnosis is the date a Doctor confirms the Diagnosis of a Heart Attack is satisfied by medically accepted diagnostic measures. In the event of death, an autopsy report and/or death certificate identifying a Heart Attack or myocardial infarction as a cause of death will be accepted as evidence of a Heart Attack.

A Sudden Cardiac Arrest is not in itself considered a Heart Attack.

Initial Group Enrollment Period

The period agreed upon by the Subscriber and Us when an eligible Member may first enroll for his or her benefit elections under the Policy as shown in the Schedule of Benefits.

Invasive Cancer

A group of diseases characterized by the uncontrolled growth and/or spread of abnormal cells. Invasive Cancer is limited to malignancies of solid tissue, blood or lymph tissue and includes leukemia and lymphoma.

The Diagnosis is generally made by examining tissue under a microscope. This requires looking at the suspect tumor, tissue or specimen at the microscopic level such that malignancy may be determined using established medical standards for cancer Diagnosis. In some circumstances, a cancer Diagnosis can be made on a clinical or postmortem basis. If your Doctor makes a diagnosis of invasive cancer based on sound clinical judgment or by examining tissues under a microscope, then it is considered Invasive Cancer under the Policy.

The date of Diagnosis is the date the tissue sample or medically accepted diagnostic or laboratory study is taken or the date diagnosis is made based on sound clinical judgement.

For the purposes of the Policy, the following are not considered Invasive Cancer:

1. Basal cell carcinoma and squamous cell carcinoma of the skin;
2. Non-Invasive Cancer;
3. Skin Cancer;
4. Melanoma that is diagnosed as Breslow's classification less than 0.75mm;
5. Pre-malignant conditions or polyps; and
6. Any other histologically benign or nonmalignant condition.

Major Organ Failure	A disease of organs and tissues which causes major organ(s) failure requiring the malfunctioning organ(s) or tissue of the Covered Person to be replaced with an organ(s) or tissue (other than the Covered Person's) under generally accepted medical procedures. The condition in the absence of an organ transplant would result in a drastically limited life span. The organs and tissues covered by this definition are limited to: liver, lung, entire heart, small intestine, or pancreas. The date of Diagnosis is any of the following: 1. the date a Doctor confirms the Diagnosis of Major Organ Failure when the Covered Person is deemed not healthy enough to move forward with an organ transplant or if the Covered Person is rejected from the UNOS (United Network for Organ Sharing) list for an organ transplant; 2. the date the Covered Person is placed on the UNOS (United Network for Organ Sharing) list for an organ transplant; or 3. the date the Covered Person has been recommended and scheduled to receive an organ transplant when the Covered Person is not placed on the UNOS (United Network for Organ Sharing) list for an organ transplant.
Member	For the purpose of eligibility, a Member is a member of the Subscriber in one of the "Classes of Eligible Members." Otherwise, Member means a member of the Subscriber who is insured under the Policy.
Multiple Sclerosis	A condition evidenced by demonstrated neurological deficits that have been persistent. Diagnosis must be made on the basis of: 1. neurological examination demonstrating functional impairments; 2. imaging studies of the brain or spine demonstrating lesions consistent with MS; and 3. analysis of cerebrospinal fluid consistent with the diagnosis. The date of Diagnosis is the date a Doctor confirms the presence of the disease that satisfies the diagnostic requirements above.
Non-Invasive Cancer (In Situ)	The presence of tumor cells tending toward malignancy but that do not invade the underlying tissue (i.e. malignant cells confined to the epithelium without penetration of the basement membrane). Because this cannot be Diagnosed on a clinical basis, a biopsy must be performed and examined by a Doctor familiar with the microscopic Diagnosis of Invasive Cancer for it to be considered Invasive Cancer under the Policy. The date of Diagnosis, is the date the tissue sample or medically accepted diagnostic or laboratory study is taken. For purposes of the Policy, the following are not considered Non-invasive Cancer: 1. Basal cell carcinoma and squamous cell carcinoma of the skin; 2. Invasive Cancer; 3. Skin Cancer; 4. Melanoma that is diagnosed as Breslow's classification less than 0.75mm; and 5. Pre-malignant conditions or conditions with malignant potential.
Paralysis	Damage to the brain or spinal cord that results in quadriplegia, paraplegia, hemiplegia, or diplegia (complete and permanent loss of use or permanent loss of movement of two or more limbs) Diagnosed by the Covered Person's attending Doctor. The date of Diagnosis is the date a Doctor confirms the Diagnosis satisfies the diagnostic requirements described above.

Policy	The insurance contract issued to the Subscriber under the policy number shown on the cover page of this Certificate.
Policyholder	The Employer to whom the policy is issued and who sponsored the coverage for its Members.
Premium	The amount the Subscriber must pay to Us, and We must receive, for the Policy to take effect and/or for the Policy to continue in force. Premium includes contributions made by Covered Persons, if applicable.
Retiree	A former Member who is currently receiving a retirement benefit under a pension or other retirement plan administered by the Subscriber.
Severe Burns	A condition that results in a Covered Person has sustained third degree burns covering at least 20% of the surface area of the Covered Person's body. The date of Diagnosis is the date a Doctor confirms the Diagnosis of third degree burns based on the requirements above. This definition includes Severe Burns caused by an accidental injury.
Skin Cancer	The presence of tumor cells tending toward malignancy and which invade the underlying tissue. Because Skin Cancer can often not be confirmed without a tissue sample being evaluated under a microscope (biopsy), a Skin Cancer must have been biopsied and examined under a microscope by a Doctor experienced in the Diagnosis of such specimens. Skin Cancer include melanoma of Clark's Level I or II (Breslow depth of less than .75mm), basal cell carcinoma, or squamous cell carcinoma of the skin. For the purposes of this definition: 1. Clark's level measures how deep the tumor has penetrated into the layers of the skin. 2. Breslow depth refers to how deeply tumor cells have invaded. For purposes of the Policy, the following are not considered Skin Cancer: 1. Invasive Cancer; 2. Non-Invasive Cancer (In-Situ); 3. Pre-malignant conditions or conditions with malignant potential. The date of Diagnosis, is the date the tissue sample or medically accepted diagnostic or laboratory study is taken.
Spouse	The current lawful Spouse of a Member. Spouse includes Your Domestic Partner. Wherever in the Certificate of Coverage there is a reference to "divorce" or "divorced", it also means dissolution of a civil union, domestic partnership, or other family or domestic relations law of the governing jurisdiction.

Stroke	An acute cerebral vascular incident producing permanent, neurological impairment and resulting in measurable objective neurological deficit. A Stroke with neurologic impairment must be: 1. confirmed by a clinical Diagnosis or neuroimaging study; 2. a result of damage to brain tissue caused by either thrombosis, hemorrhage or embolism; 3. determined by a Doctor that neurologic impairment resulted from the cerebral vascular event currently being Diagnosed and was not previously present. Stroke does not include Transient Ischemic Attacks (TIA) or attacks of vertebrobasilar ischemia. The date of Diagnosis is the date a Doctor confirms the Diagnosis of a Stroke based on the criteria provided above. In the event of death, an autopsy report and/or death certificate will be accepted as evidence of a Stroke.
Sudden Cardiac Arrest	The sudden, unexpected loss of heart function in which the heart, abruptly and without warning, stops working as a result of an internal electrical system heart malfunction. The date of Diagnosis will be the date a Doctor confirms the Diagnosis of a Sudden Cardiac Arrest is satisfied by medically accepted diagnostic measures. [In the event of death, an autopsy report and/or death certificate identifying a Sudden Cardiac Arrest as a cause of death will be accepted as evidence of a Sudden Cardiac Arrest. The Covered Person must be alive at the time of Diagnosis to receive the benefit.
Subscriber	Any participating organization that subscribes to the trust to which the Policy is issued, and which is insured under the Policy.
Substantial Physical Assistance	The physical assistance of another person without which the Covered Person would not be able to perform an Activity of Daily Living; or the constant presence of another person within arm's reach that is necessary to prevent, by physical intervention, injury to the Covered Person while the Covered Person is performing an Activity of Daily Living.
Temporary Layoff	Means a temporary suspension of Active Service for a period of time determined by the Subscriber, other than a Furlough as defined. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as termination of employment.
Treatment	Means medical advice, diagnosis, care or services (including diagnostic measures) received by a Covered Person, or the use of drugs or medicines by a person. It does not include regular follow-up visits or drugs or medicines as a result of preventative measures due to no evidence on an active diagnosis.

Type 1 Diabetes	Means a chronic autoimmune, genetic or infectious destruction of the insulin producing cells in the pancreas and that requires continuous, lifelong insulin therapy. The date of Diagnosis is the date a Doctor recommends Treatment for Type 1 Diabetes.
We, Us, Our,	New York Life Insurance and Annuity Corporation
Written	A record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.
You, Your, Yours	The person to whom the certificate is issued. You, Your, Yours means the Member.

**New York Life Insurance and Annuity Corporation
51 Madison Avenue
New York, New York 10010**

MODIFICATIONS FOR RESIDENTS OF CERTAIN STATES FORM

Policyholder: NATIONAL GROUP BENEFITS INSURANCE TRUST Policy Number: GCI0100181

Subscriber: International Union of Elevator Constructors

Amendment Effective Date: July 1, 2025

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

Policyholder and Us hereby agree that the Policy and any Certificates delivered under the Policy are amended as follows:

Arkansas residents:

Under the **GENERAL DEFINITIONS** section of the Certificate, if your Certificate includes a definition of a **Dependent Child**, then the below language is not included:

Dependent Child

3c. Is eligible as a Dependent Child under the Employee's health care plan, and is covered under that plan, or under a separate health care plan.

California residents:

Domestic Partner coverage must be provided to CA Certificate holders when issued out of state via (Trust) on behalf of California Employers.

Colorado residents:

Under the **EXCLUSIONS AND LIMITATIONS** section of the Certificate, if the Certificate includes the **Preexisting Condition Limitation** provision and the limitation is more than six months, then the limitation has been modified to no more than six months.

Under the **EXCLUSIONS AND LIMITATIONS** section of the Certificate, the following **Exclusions** have been modified as follows:

3. suicide or attempted suicide, while sane.
4. intentionally self-inflicted harm, while sane.

Georgia residents:

Under the **CLAIMS PROVISION** section of the Certificate, the **Claim Forms** provision is replaced with the following:

Claim Forms

If the provision includes language other than 10 working days, your certificate has been changed to require 10 working days.

Under the **GENERAL DEFINITIONS** section of the Certificate, if the Certificate includes a definition of **Dependent Child**, then the definition is changed as follows:

Dependent Child Definition

If the definition includes a maximum child age of less than 26 years, then the maximum child age is changed to 26 years.

Idaho residents:

Right to Examine the Certificate for 10 Days: Please examine the Certificate. Within 10 days after Your Certificate is provided, You may return the Certificate to New York Life with a request for cancellation. If the Certificate is returned, the Certificate will be void from the start and a full refund will be made.

The Policy is renewable at the option of the Policyholder unless sufficient notice of nonrenewal is given to the Policyholder in writing by Us.

Under the **SCHEDULE OF BENEFITS** section of the Certificate, the **COVERED CRITICAL ILLNESSES** provision has been modified as follows throughout the Certificate:

- Coronary Artery Disease (with Bypass) has been changed to:
Coronary Artery Disease

- if the Certificate includes Coronary Artery Disease (with Coronary Intervention), then this illness has been removed and does not apply.

Under the **EXCLUSIONS AND LIMITATIONS** section of the Certificate, if your Certificate includes a **Preexisting Condition Limitation** provision, then the period of time before the effective date of coverage has been changed to 6 months.

Under the **EXCLUSIONS AND LIMITATIONS** section of the Certificate, if the Certificate includes an **Exclusions** provision, then the following exclusions have been modified as follows:

- 3. committing a felony;

B. Additionally, the following exclusions, if shown in your Certificate, are not applicable:

- 7. voluntary intake or use by any means of any drug, unless:
 - i. prescribed or administered by a Doctor and taken in accordance with the Doctor's instructions; or
 - ii. an over-the-counter drug, taken in accordance with the instructions.

Under the **GENERAL DEFINITIONS** section of the Certificate, if your Certificate includes the following definitions they have been modified as follows:

-if included in the Certificate, then the **Coma** definition has been removed and does not apply.

-if included in the Certificate, then the **End-Stage (Renal) Kidney Failure** definition has been modified as follows:

End-Stage (Renal)

Kidney Failure

Chronic and irreversible failure of both of the Covered Person's kidneys due to function

The date of Diagnosis is the date a Doctor confirms End-Stage (Renal) Kidney Failure has resulted in total and irreversible loss of renal function, satisfying the definition criteria.

-if included in the Certificate, then the **Paralysis** definition has been removed and does not apply.

Indiana residents:

Under the **EFFECTIVE DATE OF INSURANCE** section of the Certificate, if your Certificate includes coverage for a Newly Born or Adopted child, then the **Effective Date of Coverage for Newly Born or Adopted Children** provision has been modified as follows:

If the first paragraph of the provision includes the following last statement, "...days from the moment of live birth or date of placement for adoption." The statement is changed to "days from the earlier of the moment of birth or date of placement for adoption."

In the second paragraph of the provision the following underlined statement has been added as a requirement to the provision: "If the Employee has not elected Dependent Child(ren) insurance coverage at the time of birth, date of placement, or date of entry of an order granting the Employee Custody."

Under the **GENERAL DEFINITIONS** section of the Certificate, if your Certificate includes coverage for a Dependent Child, then the **Dependent Child** provision has been modified as follows:

If the definition includes "unmarried" child, this requirement will not apply.

If the definition includes a maximum child age of less than 26 years, then this maximum is changed to 26 years.

If the definition for a child who has reached age 26, who is eligible as a Dependent Child under the Employer's or a health care plan

If the definition for **the term "child" means** includes "a legally adopted child, beginning with any waiting period pending finalization of the adoption of the child," the requirement has been changed to "a legally adopted child."

If the definition for **the term "child" means** includes "a stepchild who resides with the Employee and is financially dependent upon such Employee" or a variation of this statement, the requirement has been changed to "a stepchild."

If the definition for **the term "child" means** includes "a child of an Employee's covered Spouse, who resides with the Employee and is financially dependent upon such Employee" or a variation of this statement the requirement has been changed to just "a child of an Employee's covered Spouse."

If the definition for **the term "child" means** includes "a child, including a grandchild, for whom the Employee is the court-appointment legal guardian, as long as the child resides with the Employee and primarily depends on the Employee for financial support" or "a child, including a grandchild, for whom the Employee is the court-appointment legal guardian, as long as the child resides with the Employee and primarily depends on the Employee for financial support. Financial Support means that the Employee is eligible to claim the child for purposes of Federal and State income tax returns." or a variation of these statements, the requirement has been changed to "a child, including a grandchild, for whom the Employee is the court-appointment legal guardian."

Louisiana residents:

Under the **EFFECTIVE DATE OF INSURANCE** section of the Certificate, if the Certificate includes the **Effective Date of Coverage for Newly Born or Adopted Children** then the provision has been modified to include the following language after the first paragraph:

Additionally, the coverage for any unmarried child who is placed in Your home following execution of an act of voluntary surrender in favor of the Your or Your legal representative will begin on the date on which the act of voluntary surrender becomes irrevocable. You must complete enrollment for such child and pay any required premium.

Under the **GENERAL DEFINITIONS** section of the Certificate, if the Certificate includes a definition of a Dependent child, then the definition of **Dependent Child** has been modified as follows:

If your Certificate includes a definition of **Dependent Child**, then the definition is modified as follows:

For an Employee's unmarried child who meets the following requirements:

- If the Dependent Child definition includes a minimum child age of less than 21 years, then the minimum child age is changed to 21 years..
- If the Dependent Child definition includes a child enrolled in a school as a full-time student and is primarily supported by the Employee, then the minimum age is changed to 22 years or more but less than 24 years. If the child develops a mental or nervous condition, problem, or disorder which renders the child, in the opinion of a qualified psychiatrist, subject to a second opinion if deemed necessary by Us, unable to attend school as a full-time student and from holding self-sustaining employment, the child will be considered a full-time student.
- A child who has reached the maximum child age is unable to support themselves due to intellectual or physical disability.

The term "child" has been modified as follows:

- A grandchild in the custody of and residing with You.
- A legally adopted child, beginning with the placement of the child for adoption or following the execution of an act of voluntary surrender in favor of You or Your legal representative.
- A child of an Employee's Spouse or Domestic Partner, who resides with the Employee and is financially dependent upon such Employee.
- A child for whom the Employee is the court- appointed legal guardian, as long as the child resides with the Employee and primarily depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the child for purposes of Federal and State income tax returns.

Maine residents:

Under the **GENERAL PROVISIONS** section of the Certificate, the Third Party Notice has been included:

Third Party Notice

The Covered Person may designate an additional person to receive notice of any intent to terminate coverage. You may change this designation at any time. The form is available upon request from the Policyholder. After We have received the completed form, at least 10 days prior to cancellation of Your coverage, We will give notice of the pending cancellation to Your designated third party, if any, at the address You provided. This notice will give the reason for the cancellation.

Massachusetts residents:

The following statement is added to the ***Continuation of Insurance Benefits*** provision of the Certificate:

If your employment is terminated due to a plant closing or partial closing (as defined in section 71A of Chapter 151A. Massachusetts Statutes), your insurance will continue under the Policy for a period of 90 days unless during that period you are otherwise entitled to similar benefits. Premium payment is required.

Missouri residents:

Under the **EXCLUSIONS** section of the Certificate, the exclusion for **suicide or intentionally self-inflicted harm**, if any, is modified to remove any references to an “insane” person.

Under the **CLAIM PROVISIONS** section of the Certificate, the **Time of Payment of Claims** provision has been replaced with the following:

If the last paragraph of the provision includes the following statement “Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payments and release Us from all liability.”, then the statement is changed to “Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payments.”

Under the **CLAIM PROVISIONS** section of the Certificate, the **Claimant Cooperation Provision** does not apply.

Under the **CLAIM PROVISIONS** section of the Certificate, the **Physical Examination and Autopsy** provision has been replaced with the following:

Physical Examination and Autopsy

We, at Our expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably be required. We may, at Our expense, require an autopsy in the case of death unless prohibited by law.

Under the **GENERAL PROVISIONS** section of the Certificate, the **Incontestability** provision has been modified as follows:

Incontestability

After two years from the Covered Person’s effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for non-payment of premiums or lack of eligibility for insurance.

Under the **GENERAL DEFINITIONS** section of the Certificate, if your Certificate includes a definition of **Dependent Child**, then the definition is changed as follows:

Dependent Child Definition

If the definition includes a maximum child age of less than 26 years, then the maximum child age is changed to 26 years.

South Carolina residents:

Under the **CLAIM PROVISIONS** section of the Certificate, the **Time of Payment of Claims** provision has been modified as follows:

Time of Payment of Claims

Benefits payable under the Policy will be paid within 60 days of Our receipt of due Written proof of loss.

Under the **CLAIM PROVISIONS** section of the Certificate, the **Physical Examination and Autopsy** provision has been modified as follows:

Physical Examination and Autopsy

We, at Our expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably be required. We may, at Our expense, require an autopsy unless prohibited by law. Any such autopsy shall be performed in South Carolina.

Under the **CLAIM PROVISIONS** section of the Certificate, the **Legal Actions** provision has been modified to read as follows:

Legal Actions

No action at law or in equity may be brought to recover under the Policy less than 60 days after Written proof of loss has been furnished as required by the Policy. No such action will be brought more than six years after the time such Written proof of loss must be furnished.

Texas residents:

Under the **EFFECTIVE DATE OF INSURANCE** section, if the Certificate includes the **Effective Date of Coverage for Newly Born or Adopted Children** provision, then the following changes will be included:

-The Time Period for coverage for adopted children will be revised to read a minimum of 31 days.

Under the **GENERAL DEFINITIONS** section, if the Certificate includes a definition of **Dependent Child**, then the definition is changed as follows:

For an Employee's child who meets the following requirements:

If the Dependent Child definition includes a maximum child age of less than 26 years, then the maximum child age is changed to 26 years.

For an Employee's child who has reached the maximum child age, included items are:

- Is chiefly dependent on the Employee for support and maintenance.
- Is the subject of a medical or dental support order under the health coverage of the Employee.

The term "child" includes:

- A child for which the Employee is a party to a suit in which the Employee seeks to adopt the child.
- A stepchild who dependent upon such Employee.
- A child and stepchild of an Employee's or covered Spouse (Note: include "or covered Spouse" only if Spouse coverage is included under the policy .
- A grandchild, if a dependent of the Employee for federal income tax purposes at the time of application for coverage of the grandchild.
- A child for whom the Employee is the court-appointed legal guardian.

Utah residents:

Under the **EFFECTIVE DATE OF INSURANCE** section of the Certificate, if your Certificate includes the **Effective Date of Coverage for Newly Born or Adopted Children** provision, then the following language has been modified as follows:

An Employee's Dependent Child(ren) who are born or adopted while the Employee is covered under the Policy are covered for 60 days from the moment of live birth or date of placement for adoption. For purposes of this Policy, placement means the assumption and retention of a legal obligation for the child.

If the **PORTABILITY or CONTINUATION** provision is not included in the Certificate, then these options will be afforded to residents of Utah. Upon termination, please contact your employer for further information.

Under the **EXCLUSIONS AND LIMITATIONS** section of the Certificate, if the Certificate includes the **Preexisting Condition Limitation** provision and the limitation is more than six months, then the limitation has been modified to no more than six months.

Under the **EXCLUSIONS AND LIMITATIONS** section of the Certificate, if the certificate includes the following **Exclusions**, then the **Exclusions** have been modified as follows:

2. voluntary participation in a riot, insurrection, or terrorist activity
3. voluntary participation in committing or attempting to commit a felony
4. voluntary participation in an illegal occupation or activity

Under the **GENERAL PROVISIONS** section of the Certificate, if the Certificate includes the **Unpaid Premium** provision, then this provision has been removed and does not apply.

Under the **GENERAL DEFINITIONS** section of the Certificate, if the Certificate includes a definition of **Dependent Child**, then the definition is modified as follows:

For an Employee's child who meets the following requirements:

If the Dependent Child definition includes a maximum child age of less than 26 years, then the maximum child age is changed to 26 years.

For an Employee's child who has reached the maximum child age, included items are:

- A child less than 26 years old.
- A child who has reached age 26 who:
 - a. Is unable to support themselves due to mental or physical impairment

The term "child" includes:

- A natural child.
- A foster child.
- A legally adopted child, beginning with the placement of the child.
- A stepchild.
- A child, including a grandchild.

Washington residents:

Washington Certificate holders when issued out-of-state via direct issue to employers and labor unions outside of Washington.

In addition to those changes, the out-of-state Certificate should be used for WA residents in lieu of the Modifications for Residents of Certain States Form.