# YOUR GROUP INSURANCE PLAN

FOR EMPLOYEES OF

# **CROUSE HOSPITAL**

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### **RELIASTAR LIFE INSURANCE COMPANY OF NEW YORK**

Administrative Office: 20 Washington Ave South, Minneapolis, MN 55401 Home Office: 1000 Woodbury Road, Suite 208, P.O. Box 9004, Woodbury, NY 11797

ReliaStar Life Insurance Company of New York (we, us, our) certifies that we have issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

Group Policy Number 68184-9LIFENY Policyholder Crouse Health Hospital, DBA Crouse Hospital

RENEWABLE NONPARTICIPATING CONTRIBUTORY GROUP TERM LIFE

Your beneficiary is the last beneficiary you named, according to the records on file in our Home Office or Administrative Office, or on file with the Plan Administrator if applicable. You may change your beneficiary any time, according to the terms of the Group Policy.

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy.

This certificate is part of the entire contract. Nothing in the Group Policy will invalidate or impair the rights granted to the insured by this certificate or by law.

This certificate replaces any other certificates we may have given you under the Group Policy.

Pamela Chock

Registrar

### SCHEDULE OF BENEFITS

### **Basic Life Insurance**

#### Class

All Full-Time and Part-Time Non-Union Employees working 20 or more hours per week

### **Supplemental Life Insurance**

Class

All Full-Time and Part-Time Non-Union Employees

Amount of Life Insurance\* The lesser of: 1.5 times your Basic Yearly Earnings or \$400,000

#### Amount of Life Insurance Choice of: \$25,000, \$50,000, \$75,000, \$100,000, \$125,000, \$150,000, \$200,000,

\$100,000, \$125,000, \$150,000, \$200,000, \$250,000, \$300,000, \$350,000, \$400,000, \$450,000 or \$500,000; not to exceed 5 times Basic Yearly Earnings

Beginning on and after your 70th birthday, we decrease the amount of your Life Insurance. We pay a percentage of the amount otherwise payable as follows:

- From your 70th birthday to age 75, we pay 67%.
- From your 75th birthday and after, we pay 50%.

**Basic Yearly Earnings** – the yearly salary or wage you receive for work done for the Policyholder. It does not include bonuses, commissions or overtime pay.

\*To determine benefits, your amount of insurance is rounded to the next higher \$1,000 multiple unless the amount equals a multiple of \$1,000.

# SCHEDULE OF BENEFITS

### **Evidence of Insurability**

Evidence of insurability is required for amounts in excess of the limits described below. Coverage is subject to the Group Policy's evidence of insurability requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Group Policy's evidence of insurability requirements that are in force on the effective date of the increase. For evidence of insurability, a completed Evidence of Insurability form must be submitted to us for approval.

#### **Employee-Basic Life Insurance**

- Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan...
- Initial eligibility after the Group Policy Effective Date...
- Increases due to salary, job or class changes, that combined with existing coverage do not exceed \$400,000...

#### **Employee-Supplemental Life Insurance**

- Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan...
- Enrollment on the Group Policy Effective Date, for employees who had no supplemental coverage under the Policyholder's prior plan...
- Initial eligibility after the Group Policy Effective Date...
- Application at annual enrollment for an increase to existing supplemental coverage by one plan increment, when new coverage combined with existing supplemental coverage does not exceed...
- All other applications for new coverage more than 31 days after the date you become eligible for insurance...
- All other applications for an increase to existing supplemental coverage...

#### Limit without Evidence

Current amount, up to \$400,000

\$400,000

Amount of the increase

#### Limit without Evidence

Current amount, up to \$500,000

\$25,000 for ages less than 60. For ages 60 and over, evidence is required.

250,000 or 3 times Basic Yearly Earnings, whichever is less. This dollar limit reduces to \$100,000 at ages 60 and over.

\$250,000 or 3 times Basic Yearly Earnings, whichever is less. This dollar limit reduces to \$100,000 at ages 60 and over.

None. Evidence is required.

None. Evidence is required.

We pay a death benefit to your beneficiary if written proof is received that you have died while this insurance is in force. The death benefit is the amount of Life Insurance for your class shown on the Schedule of Benefits in effect on the date of your death.

We pay the death benefit for all causes of death. However, for Supplemental Life Insurance, if you commit suicide within two years of the date your insurance starts, we will refund the amount of premiums paid for your Supplemental Life Insurance under the Group Policy instead of paying a death benefit.

#### **Beneficiary**

The beneficiary is named to receive the proceeds to be paid at your death. You may name more than one beneficiary. The Policyholder cannot be the beneficiary.

You may name, add or change beneficiaries by written request as described below. You may also choose to name a beneficiary that you cannot change without his or her consent. This is an irrevocable beneficiary.

You may name, add or change beneficiaries by written request if all of the following conditions are met:

- Your coverage is in force.
- We have written consent of all irrevocable beneficiaries.
- You have not assigned the ownership of your insurance. The rights of an assignee are described in the General Provisions section.

All requests are subject to our approval. A change will take effect as of the date it is signed but will not affect any payment we make or action we take before receiving your notice.

#### **Payment of Proceeds**

We pay proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date we receive proof of your death.
- The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, we pay the proceeds in the following order:

- 1. Your spouse.
- 2. Your natural and adopted children.
- 3. Your parents.
- 4. Your estate.

The person must be living on the tenth day after your death.

#### **Settlement Options**

Settlement options are alternative ways of paying the proceeds under the Group Policy. Proceeds is the amount of each benefit we pay when you die. See the General Provisions section of this certificate for more information about Settlement Options.

### Eligibility

You are eligible on the later of the following dates:

- The Group Policy's Effective Date, January 1, 2014.
- The first day of the month on or after the date you start continuous service with the Policyholder.

You must meet all of the following conditions to become insured -

- Be eligible for the insurance.
- · Be actively at work.
- For Supplemental Life, apply for the insurance.
- Give to us evidence of insurability, which we approve, if we require it. You may be required to pay for the cost of obtaining evidence of insurability.

If your spouse is also eligible as an employee under the Group Policy, your spouse may be covered as an employee or as a dependent spouse, but not both.

#### Effective Date of Insurance

Your insurance starts on the latest of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The date you apply for insurance, if you have to pay any part of the premium.
- The date we approve your evidence of insurability, if evidence is required.
- The date your first premium is received during your lifetime, if you have to pay any part of the premium.

#### Effective Date of Change in Amount of Insurance

- If there is an increase in the amount of your insurance, the increase will take effect on -
- the effective date of the increase, if you are actively at work on that date.
- the date you return to active work, if you are not actively at work on the date your insurance increases.
- the nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking day.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date we approve your evidence of insurability.

A decrease in the amount of your insurance will take effect on the date of the decrease.

#### **Termination of Insurance**

Your insurance stops on the earliest of the following dates:

- The last day of the month during which you are no longer actively at work for the Policyholder.
- The last day of the month during which you are no longer eligible for insurance under the Group Policy.
- The date coverage is terminated for all active employees under the Group Policy.
- The last day of the month during which you retire.
- The end of the period for which all due premiums are paid.

We stop providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy. Refer to the Conversion Rights section of this certificate for information about conversion.

#### Family and Medical Leave Act of 1993

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements set forth in the FMLA, and premium payment is continued.

#### **Total and Permanent Disability**

If you stop active work due to total and permanent disability, and due to age you are not eligible for Waiver of Premium or your Waiver of Premium stops, then you may elect to either convert your Life Insurance or you may elect to be covered under a new certificate of term life insurance.

If you want the new term life certificate, then you must apply for it within 31 days after your Life Insurance stops, pay the first premium to us, and submit proof of total and permanent disability. We or the Policyholder must be notified. We will supply you with a form to complete and return. Notice of the right to elect the new term life certificate will be given to you, or mailed to you using your last known address according to the Policyholder's records, within 15 days before or after your Life Insurance terminates. If notice is provided more than 15 but less than 90 days after the date your Life Insurance terminates, the time period in which you may apply for the new term life certificate will be extended for 45 days after the notice is provided. However, if notice is not provided within 90 days of the date your Life Insurance terminates, the right to apply for the new term life certificate will expire at the end of the 90 days.

Premiums must be paid for coverage under the new term life certificate. The new term life certificate does not include Waiver of Premium, AD&D Insurance, the Accelerated Life Benefit, Dependent Life Insurance, or Dependent AD&D Insurance. Life Insurance under the new term life certificate will stop on the **earliest** of the following:

- The end of the period for which all due premiums are paid.
- The date your Life Insurance is converted.

#### Portability

Portability means you may continue up to \$500,000 of your Supplemental Life insurance under the Group Policy instead of converting it, if you are under age 70 and were not totally and permanently disabled when the first of the following occurs:

- You stop active work for the Policyholder, if coverage is in effect for active employees under the Group Policy.
- You are no longer eligible for insurance under the Group Policy.
- The Policyholder terminates coverage for active employees under the Group Policy and does not replace it with a similar life insurance plan.

You must apply for portability within 31 days after the date your Supplemental Life Insurance terminates. We will supply you with a portability form to complete and return. Notice of the right to port coverage will be given to you, or mailed to you using your last known address according to the Policyholder's records, within 15 days before or after your Supplemental Life Insurance terminates. If notice is provided more than 15 but less than 90 days after the date your Supplemental Life Insurance terminates, the time period in which you may apply for portability will be extended for 45 days after the notice is provided. However, if notice is not provided within 90 days of the date your Supplemental Life Insurance terminates, the right to port will expire at the end of the 90 days.

Premiums must be paid. Portability is subject to all other terms of the Group Policy. Portability includes the Waiver of Premium Disability Benefit, the Accelerated Life Benefit, Supplemental AD&D Insurance up to \$250,000, Dependent Life Insurance, and Dependent AD&D Insurance. Insurance continued under the portability provision will stop on the **earliest** of the following:

- The end of the period for which all due premiums are paid.
- The date your Life Insurance is converted.
- The date you attain age 70.

If you return to active work for the Policyholder and are again eligible for insurance under the Group Policy, you may do one, but not both, of the following:

- Keep your ported coverage at its current amount. You must give us evidence of insurability we accept for any increase to the amount of insurance.
- Terminate the ported coverage. You may then re-apply for insurance under the Group Policy with evidence of insurability, subject to all other terms of the Group Policy.

You may elect to convert your Supplemental Life Insurance at any time while it is being continued under this portability provision, or at the end of the portability period.

# **CONVERSION RIGHTS**

You may convert Life Insurance to an individual life insurance policy if any part of your Life Insurance under the Group Policy stops. Evidence of insurability is not required.

Your conversion right will not be affected by your receipt of the Accelerated Life Benefit. However, any amount paid as an Accelerated Life Benefit will not be available for conversion. Any other changes in the amount of insurance may allow for a conversion.

#### **Conditions for Conversion**

You may convert this Life Insurance if it stops for any of the following reasons:

- You are no longer actively at work as an employee of the Policyholder and your insurance stops.
- You are no longer eligible for Employee's Insurance under the Group Policy and your insurance stops.
- Coverage for all active employees under the Group Policy is terminated, or coverage for all active employees of the Plan Sponsor is terminated, and your insurance stops.
- The amount of your Life Insurance is reduced.
- You no longer meet the requirements set forth in the FMLA and your insurance stops.
- Any insurance continued under the Portability provision stops.
- Your premium is no longer being waived under the Waiver of Premium Disability Benefit Rider, and your insurance stops.

You may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your insurance stops. We or the Policyholder must be notified. We will supply you with a conversion form to complete and return. Notice of the right to convert will be given to you, or mailed to you using your last known address according to the Policyholder's records, within 15 days before or after one of the previous events occurs. If notice is provided more than 15 but less than 90 days after such event, the time period in which you may apply for a conversion policy will be extended for 45 days after the notice is provided. However, if notice is not provided within 90 days of the event, the right to convert will expire at the end of the 90 days.

#### Type of Converted Policy

You may purchase any individual policy offered by us for conversion. The conversion policy offers an option for one year of preliminary term insurance.

If your previous coverage included additional benefits such as Waiver of Premium, AD&D Insurance, or the Accelerated Life Benefit, the new insurance will not include these benefits.

#### Amount of Conversion Coverage

If your Life Insurance is terminated because coverage for all active employees under the Group Policy is terminated, the amount of the individual policy is limited to the amount of your Life Insurance that stops, minus the amount of other group insurance for which you become eligible within 45 days of the date your insurance stops.

If your Life Insurance stops for any other reason, the amount of your individual policy may be any amount up to the amount of your Life Insurance that stopped.

#### **Effective Date**

The new policy takes effect on the first of the month following the date you apply for conversion.

If you die within the period allowed for making application to convert, we will pay a death benefit to your beneficiary in the amount you were entitled to convert.

#### Premiums

Premiums for the new policy are based on the class of risk to which you belong and to the form and amount of the policy at your then attained age. You may choose any premium mode we offer.

# **GENERAL PROVISIONS**

#### Life Insurance Assignment

You can change the owner of your Life Insurance under the Group Policy by sending us written notice. This change is an absolute assignment. You cannot make an absolute assignment to the Policyholder. You transfer all your rights and duties as owner to the new owner. The new owner can then make any change the Group Policy allows. A request for an absolute assignment –

- Does not change the insurance or the beneficiary.
- · Applies only if we receive your notice.
- Takes effect from the date signed.
- Does not affect any payment we make or action we take before receiving your notice.

We assume no responsibility for the validity of any assignment. You are responsible to see that the assignment is legal in your state and that it accomplishes the goals that you intend.

#### Incontestability

Your insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, we can contest the validity of your insurance because of inaccurate or false information received relating to your insurability. Each elected increase to the amount of insurance may also be contested during the 2 year period following the effective date of the increase. After either 2 year period, we cannot contest the validity of your insurance for any reason other than non-payment of premium. Only statements that are in writing and signed by you can be used to contest the insurance. We will provide a copy of the written statement(s) to you or your beneficiary in the event we contest the validity of your insurance.

#### **Misstatement of Age**

If your age is misstated, we equitably adjust the premium according to the correct age. If the amount of insurance depends on your age, we also equitably adjust the amount of insurance according to the correct age.

#### Submitting a Claim

You or someone on your behalf must send us written notice of the loss on which your claim will be based. The notice must -

- · Include information to identify you, like your name, address and Group Policy number.
- Be sent to us or to the authorized administrator.
- Be sent as soon as reasonably possible after the loss for which the claim is based has occurred.

We or our authorized administrator will send proof of loss claim forms within 15 days after we receive notice of claim.

#### **Settlement Options**

**Payee** – one to whom we pay all or part of the proceeds or interest. You can choose or cancel a settlement option by making a written agreement with us or by sending us written notice. Before death occurs, only you or an owner, if you have assigned ownership, may choose or cancel an option. After death has occurred, a beneficiary may be able to choose an option, unless you restrict that right.

A change in beneficiary cancels all chosen options. You must choose again any options you want.

We need not accept an option if less than \$3,000 will be applied to each payee. In this case, we may pay a payee's proceeds in one lump sum. Under an installment option, each payment must be at least \$50. To make each payment at least \$50, we may increase the time between payments to 3 months, 6 months, or a year.

## **GENERAL PROVISIONS**

#### **Settlement Options (continued)**

We need not accept a settlement option for any of the following:

- A payee that is not a natural person.
- · A payee who is not entitled to the proceeds in his or her own right.

When we approve your request, the settlement option will take effect on the date the written request is signed. Any request for a settlement option will not affect any payment we make before receiving the notice. We issue a supplemental contract for proceeds applied under any option.

Instead of being paid in one lump sum, the proceeds of a death claim may, upon request, be paid under one of the following options:

**Option 1** – The proceeds are left with us to earn interest. The withdrawal rights, the length of time we will hold the proceeds, and any future change in option are subject to our approval.

**Option 2** – We pay the proceeds with interest in equal installments at equal intervals until the proceeds and interest are all paid. You may choose intervals of a month, 3 months, 6 months, or a year. At the end of each interval, we add interest to the unpaid remainder of the proceeds. In a 12 month period, you must choose to receive at least 7% of the total amount of proceeds. The last installment will be for the remainder of the proceeds and might not be equal to the other installments.

**Option 3** – We pay the proceeds in equal installments at equal intervals for the number of years chosen by you. The interval may be a month, 3 months, 6 months or a year.

If the payee dies, the terms of the option agreement determine whether another payee receives the payments or a lump sum for the remaining proceeds. The person choosing the settlement option has the right to name the payee or payees.

Unless we have agreed otherwise, a payee cannot do any of the following:

- Withdraw any part of the proceeds or interest.
- Change the payment period.
- Change the option.
- Change the amount of the payment.
- Surrender the supplemental contract for cash.
- Borrow against the supplemental contract.

### DEFINITIONS

Active Work, Actively at Work – you are physically present at your customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of your job on that day.

**Employee** – an active full-time or part-time non-union employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work at least 20 hours per week. Temporary and seasonal employees are excluded.

**Group Policy** – the written group insurance contract between ReliaStar Life Insurance Company of New York and the Policyholder.

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- · Personal holidays.
- · Weekends and holidays.
- Approved nonmedical leave of absence.

Nonworking day does not include time off for any of the following:

- Medical leave of absence.
- · Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

Policyholder - Crouse Health Hospital, DBA Crouse Hospital.

**Total and Permanent Disability** – your inability, due to injury or disease, to engage in any occupation for pay or profit.

**We, Us, Our** – ReliaStar Life Insurance Company of New York, at its Home Office in Woodbury, New York or at its Administrative Office in Minneapolis, Minnesota.

Written, In Writing – signed, dated and received at our Home Office or Administrative Office in a form we accept.

You, Your – an employee insured for insurance under the Group Policy.

# WAIVER OF PREMIUM DISABILITY BENEFIT RIDER

THIS RIDER IS PART OF THE GROUP POLICY AND CERTIFICATE TO WHICH IT IS ATTACHED.

Group Policy Number:	68184-9LIFENY
Policyholder:	Crouse Health Hospital, DBA Crouse Hospital
Rider Number:	RB-14747a
Effective Date:	January 1, 2014

#### Definition(s)

**Total Disability, Totally Disabled** – your inability, due to sickness or accidental injury, to engage in any occupation for remuneration or profit.

#### Benefit

We waive your Life Insurance premium that becomes due after we have determined that you are totally disabled. The premium will be waived if you satisfy certain conditions. When we waive a premium, the amount of Life Insurance equals the amount for which you were insured on the date you were last actively at work. This amount will not be subject to further reductions due to age.

The Waiver of Premium Disability Benefit Rider only applies to other riders attached to the Group Policy and certificate if specified in those riders.

#### Conditions, Notice and Proof of Total Disability

We require written notice of claim and proof of total disability to waive your premium. All of the following conditions must also be met:

- Total disability must begin before your 65th birthday.
- You are insured under this rider when you suffer the sickness or accidental injury causing the total disability.
- You are insured under this rider on the date you stop active work due to total disability.
- You must be continuously totally disabled for at least 6 months.
- You continue to be totally disabled.
- All premiums are paid up to the date your claim is approved by us.

We need written notice of claim before we waive any premium. This notice must be received -

- While you are living,
- While you are totally disabled, and
- Within one year from the date total disability begins unless legally incapacitated. If you cannot give us notice within one year, your claim may still be considered if you show you gave us notice as soon as reasonably possible.

We need proof of your total disability before any premium will be waived. We may require you to have a physical exam by a doctor we choose, but no more frequently than once every 3 months. We pay for that exam. We can only require one exam a year after premium has been waived for 2 full years.

When we approve your claim, premium is waived as of the sixth month following the date you became totally disabled. We refund any premium paid for the period during which premium payment is not required under this rider.

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

We stop waiving premium on the earliest of the following dates:

- The date you are no longer totally disabled.
- The date you do not give us proof of total disability when asked.
- The date you attain age 65.

If we stop waiving your premium, then your Life Insurance will only stay in force if you are eligible for Employee's Insurance under the Group Policy and premium payments are resumed, if you convert your insurance to an individual policy, or if you receive a new term life certificate due to total and permanent disability. Refer to the Employee's Insurance section of the certificate.

If you apply for and are issued an individual policy under the Conversion Right of the Group Policy, then Waiver of Premium under the Group Policy is not available unless:

- 1. You surrender the individual conversion policy to us,
- 2. Total disability commenced while you were insured under the Group Policy, and
- 3. All other conditions under this rider are met.

We will then refund all premiums paid for the individual conversion policy.

#### **Termination of Rider**

This rider will terminate on the earliest of the following dates:

- The date your Employee's Insurance under the Group Policy stops.
- The date the Waiver of Premium Disability Benefit is no longer provided under the Group Policy.

#### **Termination of Group Policy**

Termination of coverage for active employees under the Group Policy will not automatically terminate your Life Insurance or this rider if your premium is being waived under this rider. All provisions of this rider will continue to apply.

#### Conversion

There are no conversion rights contained in this rider.

ReliaStar Life Insurance Company of New York has executed this rider at its Home Office in Woodbury, New York on the Effective Date shown above.

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Secretary

# ACCELERATED LIFE BENEFIT RIDER

THIS RIDER IS PART OF THE GROUP POLICY AND CERTIFICATE TO WHICH IT IS ATTACHED.

Group Policy Number:	68184-9LIFENY
Policyholder:	Crouse Health Hospital, DBA Crouse Hospital
Rider Number:	RB-14747b
Effective Date:	January 1, 2014

NOTE: Receipt of an Accelerated Life Benefit may affect eligibility for public assistance programs and may be taxable. YOUR AMOUNT OF LIFE INSURANCE WILL BE REDUCED IF YOU RECEIVE AN ACCELERATED LIFE BENEFIT. Your conversion right will not be affected by receipt of the Accelerated Life Benefit. However, any amount paid as an accelerated life benefit will not be available for conversion.

#### Definition(s)

**Terminal Condition** – an injury or sickness that is expected to result in your death within 12 months and from which there is no reasonable chance of recovery. We, or a qualified party chosen by us, will make this determination.

#### Benefit

Accelerated Life Benefit proceeds is the amount we pay to you, while you are living, when it has been determined that you have a terminal condition. The Accelerated Life Benefit proceeds are paid only once. This benefit is equal to 50% of your amount of Life Insurance in force, or \$150,000, whichever is less. This benefit is available to employees only. You must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

To receive the Accelerated Life Benefit, **all** of the following conditions must be met. You must:

- Request this benefit in writing while you are living. If legally incapacitated, your legal representative may request it for you.
- Be insured for Life Insurance benefits under the Group Policy.
- Have Life Insurance coverage of at least \$10,000 as shown in the certificate.
- Provide to us a doctor's statement which gives the diagnosis of your medical condition, and states that because of the nature and severity of such condition, your life expectancy is no more than 12 months. We may require that you be examined by a doctor of our choosing. If we require this, we pay for the exam.
- Provide to us written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

#### **Benefit Payment**

We pay the Accelerated Life Benefit proceeds to you. If a legal guardian is appointed because you are legally incapacitated, then we pay the proceeds instead to the representative appointed by the courts to act on your behalf.

#### Accelerated Life Benefit Exclusions

We do not pay benefits for a terminal condition if either of the following apply:

- Any required Accelerated Life Benefit premium or Life Insurance premium is due and unpaid.
- The terminal condition is directly or indirectly caused by attempted suicide or intentionally self-inflicted injury.

#### Effects on Coverage

When we pay out this benefit, your coverage is affected in the following ways:

- Your total available Life Insurance benefit equals your amount of Life Insurance shown in the certificate at the time your application for the Accelerated Life Benefit is approved.
- Your Life Insurance benefit is then reduced by the Accelerated Life Benefit proceeds paid out under this rider.
- Your Life Insurance benefit amount that you may convert is reduced by the Accelerated Life Benefit proceeds paid out under this rider.
- You will not be able to increase your Life Insurance benefit after we approve you to receive the Accelerated Life Benefit.
- Your premium is based upon the Life Insurance benefit amount in force prior to any proceeds paid under this rider. Such premium must be paid, unless waived, to keep the Life Insurance coverage in force.
- Your remaining Life Insurance benefit is subject to future age reductions, if any, according to the certificate.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a terminal condition.

The Waiver of Premium Disability Benefit Rider also applies to this rider.

#### **Settlement Options**

Settlement options are alternative ways of paying the proceeds under the Group Policy. Proceeds is the amount of each benefit we pay when you die or when you request and are eligible for the Accelerated Life Benefit. We will send a statement with a lump sum payment or any periodic payment of the Accelerated Life Benefit showing the new in force amount of insurance. See the General Provisions section of the certificate for more information about Settlement Options.

#### **Termination of Rider**

This rider will terminate on the earliest of the following dates:

- The date an Accelerated Life Benefit is paid to you under this rider.
- The date your Employee's Insurance under the Group Policy stops.
- The date the Accelerated Life Benefit is no longer provided under the Group Policy.

#### Conversion

There are no conversion rights contained in this rider. Any amount paid as an Accelerated Life Benefit will not be available for conversion.

ReliaStar Life Insurance Company of New York has executed this rider at its Home Office in Woodbury, New York on the Effective Date shown above.

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Secretary

# **EMPLOYEE AD&D INSURANCE RIDER**

THIS RIDER IS PART OF THE GROUP POLICY AND CERTIFICATE TO WHICH IT IS ATTACHED. This rider applies to you only if you are insured for AD&D Insurance.

Group Policy Number:	68184-9LIFENY
Policyholder:	Crouse Health Hospital, DBA Crouse Hospital
Rider Number:	RB-14747c
Effective Date:	January 1, 2014

#### Definition(s)

Accident – an unexpected and sudden event. Full Amount – the maximum amount payable in your lifetime.

### Basic Accidental Death and Dismemberment (AD&D) Insurance

**Class** All Eligible Full-Time and Part-Time Non-Union Employees Full Amount of AD&D Insurance\* The lesser of: 1.5 times your Basic Yearly Earnings or \$400,000

### Supplemental Accidental Death and Dismemberment (AD&D) Insurance

**Class** All Eligible Full-Time and Part-Time Non-Union Employees Full Amount of AD&D Insurance Choice of: \$25,000, \$50,000, \$75,000, \$100,000, \$125,000, \$150,000, \$200,000, \$250,000, \$300,000, \$350,000, \$400,000, \$450,000 or \$500,000; not to exceed 10 times Basic Yearly Earnings

Beginning on and after your 70th birthday, we decrease the amount of your AD&D insurance. We pay a percentage of the amount otherwise payable as follows:

- From your 65th birthday to age 70, we pay 65%,
- From your 70th birthday to age 75, we pay 50%,
- From your 75th birthday to age 80, we pay 30%.
- From your 80th birthday and after, we pay 20%.

\*To determine benefits, your amount of insurance is rounded to the next higher \$1,000 multiple unless the amount equals a multiple of 1,000.

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#### Benefit

We pay an Accidental Death and Dismemberment (AD&D) benefit if you lose your life, limb, sight, speech or hearing or are paralyzed due to an accident.

All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- The loss occurs within 90 days of the date of the accident.
- The cause of the loss is not excluded.
- The loss occurs before the first premium due date following your 70th birthday.

We pay the benefit shown below if you suffer any of the losses listed. We pay only one Full Amount while this rider is in effect. If you have a loss for which we paid 1/2 of the Full Amount, we pay no more than 1/2 of the Full Amount for the next loss.

#### For:

#### The benefit is:

Loss of life Loss of both hands, both feet or sight of both eyes	
Loss of one hand and one foot	
Loss of speech and hearing in both ears	
Loss of one hand or one foot and sight of one eye	
Loss of one hand or one foot or sight of one eye	1/2 Full Amount
Loss of speech	1/2 Full Amount
Loss of hearing in both ears	1/2 Full Amount
Loss of thumb and index finger of same hand	1/4 Full Amount
Quadriplegia	Full Amount
Paraplegia	1/2 Full Amount
Hemiplegia	1/2 Full Amount

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs. **Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

Paralysis must be the result of a spinal cord injury that is due to an accident. We do not pay an AD&D benefit for any paralysis caused by a stroke. Paralysis must be determined by competent medical authority to be permanent, complete and irreversible.

We do not pay a benefit for loss of use of the hand or foot, or thumb and index finger.

Death benefits are paid to your beneficiary. All other benefits are paid to you.

#### Exclusions

We do not pay benefits for loss directly or indirectly caused by any of the following:

- An accident occurring before the Effective Date of your coverage under this rider.
- · Suicide or intentionally self-inflicted injury.
- Physical or mental illness.
- Bacterial infection or bacterial poisoning. **Exception:** Infection from a cut or wound caused by an accident.
- Aviation. **Exception:** A fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.
- Any armed conflict, whether declared as war or not, involving any country or government.
- An accident which occurs while in the military service for any country or government.
- An accident which occurs when you commit or attempt to commit a crime.
- Use of any drug, narcotic or hallucinogenic agent, unless prescribed by a doctor or taken as directed by a doctor or the manufacturer.

#### Eligibility

You are eligible for AD&D insurance under this rider on the latest of the following dates:

- The Group Policy's Effective Date.
- This rider's Effective Date.
- The date your Life Insurance under the Group Policy is effective.

#### Effective Date of Insurance

Your AD&D insurance starts on the latest of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date AD&D insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The first day of the month on or after the date you apply for AD&D Insurance, if you have to pay any part of the premium.

#### Effective Date of Change in Amount of AD&D Insurance

If there is an increase in the amount of your AD&D insurance, the increase will take effect on -

- The effective date of the increase, if you are actively at work on that date.
- The date you return to active work, if you are not actively at work on the date your insurance increases.
- The nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking day.

A decrease in the amount of your AD&D insurance will take effect on the date of the decrease.

#### **Termination of AD&D Insurance**

Your AD&D insurance under this rider stops on the date this Employee AD&D Insurance Rider terminates.

If you are required to pay premiums for any part of your AD&D Insurance, that coverage will stop at the end of the period for which you paid premiums, if you do not make the next required premium contribution when due.

We stop providing a specific benefit under this rider on the date that benefit is no longer provided under the Group Policy.

#### Family and Medical Leave Act of 1993

If your Employee's Insurance remains in force due to a certified leave under the FMLA, then your AD&D Insurance will also remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### ADDITIONAL AD&D BENEFITS

#### Safe Driver Benefit

We pay a **Safe Driver** benefit in addition to the AD&D benefit and subject to the exclusions listed below if you were:

- killed due to an automobile accident, and
- wearing a properly fastened safety belt at the time of the accident.

#### For loss of:

The benefit is:

Life ..... An additional 10% of Full Amount of AD&D Insurance

up to a maximum of \$25,000

Automobile means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes. **Safety belt** means a passenger restraint system properly installed in the vehicle in which you were riding.

We will not pay the Safe Driver benefit if the loss of life was caused directly or indirectly by any use of alcohol by you or by the driver of the automobile in which you were riding.

Safe Driver benefits are paid to your beneficiary.

#### Exam

When reasonably necessary, we may have you examined while a claim is pending under this rider. We pay for the initial exam.

#### **Other Group Policy Benefits and Riders**

Your AD&D Insurance will be unaffected by any benefits paid to you under the Group Policy or any of its riders.

#### Termination of Rider

This rider terminates on the earliest of the following dates:

- The date your Employee's Insurance under the Group Policy stops.
- The date Employee AD&D Insurance is no longer provided under the Group Policy.
- The date the Group Policy terminates.
- The date your premiums are waived under the Waiver of Premium Disability Benefit Rider.
- The end of the period for which you made your last premium contribution for AD&D Insurance if you do not make the next required contribution when due.

#### Conversion

There are no conversion rights contained in this rider.

ReliaStar Life Insurance Company of New York has executed this rider at its Home Office in Woodbury, New York on the Effective Date shown above.

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Secretary

# DEPENDENT LIFE INSURANCE RIDER

THIS RIDER IS PART OF THE GROUP POLICY AND CERTIFICATE TO WHICH IT IS ATTACHED. This rider applies to you only if you are insured for Dependent Life Insurance.

Group Policy Number:	68184-9LIFENY
Policyholder:	Crouse Health Hospital, DBA Crouse Hospital
Rider Number:	RB-14747d
Effective Date:	January 1, 2014

### Definition(s)

Child - your natural or adopted child, who is dependent on you for support and maintenance.

#### Dependent -

- · Your lawful spouse.
- Your unmarried child age 14 days but less than 19 years of age.
- Your unmarried child age 19 but less than 25 years who is a student dependent.

The term "dependent" does not include -

- A married child.
- A spouse or child living outside the United States.
- A spouse or child on active military duty.
- A spouse or child eligible for Employee's Insurance under the Group Policy.
- A parent of you or your spouse.
- A spouse or child who does not give evidence of insurability when asked, or whose evidence is not accepted by us.

Spouse - your legal husband or wife.

**Student Dependent** – a dependent who has his or her chief place of residence with you, does not have a regular full-time job and is a full-time student physically attending classes at a school with a regular teaching staff, curriculum and student body.

We consider full-time to be the number of credits or courses required for full-time students by the school your dependent is attending.

#### **Dependent Life Insurance**

Class	Amount of Insurance
Spouse	Choice of: \$12,500, \$25,000, \$37,500, \$50,000,
	\$75,000, \$100,000, \$125,000, or \$150,000
Child (each)	
<ul> <li>14 days but less than 6 months of age</li> </ul>	\$500

• 6 months but less than 19 years of age, student dependent age 19 but less than 25 years of age Choice of: \$2,500, \$5,000, \$7,500, or \$10,000

The amount of insurance for a spouse can be no more than 50% of your Employee's Insurance amount.

### **Evidence of Insurability**

Evidence of Insurability for each of your dependents is required for amounts in excess of the limits described below. Coverage is subject to the Group Policy's evidence of insurability requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Group Policy's evidence of insurability requirements that are in force on the effective date of the increase. For evidence of insurability, a completed Evidence of Insurability form must be submitted to us for approval.

#### **Dependent Life Insurance**

- Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan...
- Enrollment on the Group Policy Effective Date, for employees who had no dependent coverage under the Policyholder's prior plan...
- Initial eligibility for dependent coverage after the Group Policy Effective Date...
- All other applications for new dependent coverage more than 31 days after the date you become eligible for dependent's insurance...
- All other applications for an increase to existing dependent coverage...

#### Limit without Evidence

Current amount, up to \$150,000 on your spouse, and up to \$10,000 on your child(ren).

\$12,500 on your spouse less than age 60.Evidence is required on your spouse age 60 or over.\$2,500 on your child(ren).

\$25,000 on your spouse, and \$10,000 on your child(ren).

None. Evidence is required.

None. Evidence is required.

#### Benefit

We pay a death benefit according to the Dependent Life Insurance amount in effect on the date your insured dependent dies.

We pay the proceeds to you, if you are living on the earlier of the following:

- The day we receive proof of your insured dependent's death at our Home Office.
- The tenth day after your insured dependent's death.

If you are not living on either of these dates, we pay the proceeds to the following in the order listed:

1. Your spouse, if living.

2. Your estate.

We pay the death benefit for all causes of death. However, if your insured dependent commits suicide within two years from the date his or her coverage starts, we will refund the amount of premiums already paid for Dependent Life Insurance instead of paying a death benefit.

#### Eligibility

You are eligible for Dependent Life Insurance on the later of the following dates:

- The date you are eligible for Employee's Insurance.
- The date you first acquire a dependent as defined.

You must meet **all** of the following conditions to become insured for Dependent Life Insurance:

- Be insured for Employee's Insurance.
- Apply for Dependent Life Insurance, if you must pay any part of the premium. You must apply for all dependents you have within 31 days of the date you are eligible for Dependent Life Insurance.
- Give us evidence of insurability for your dependent, which we approve, if we require it. You may be required to pay for the cost of obtaining evidence of insurability.

If your spouse is also eligible as an employee under the Group Policy, your spouse may be covered as an employee or as a dependent spouse, but not both.

If you and your spouse are insured as employees under the Group Policy, either you or your spouse, but not both, can apply for Dependent Life Insurance for your dependent children. If the spouse carrying the Dependent Life Insurance stops being insured as an employee, the other spouse may become insured for Dependent Life Insurance by applying within 31 days.

#### Effective Date of Dependent's Insurance

Your dependent's life insurance starts on the latest of the following dates:

- The date you become eligible for Dependent Life Insurance.
- · The date we approve your dependent's evidence of insurability, if we require it.
- The date you apply for Dependent Life Insurance, if you have to pay any part of the premium.
- The date we receive your first premium for Dependent Life Insurance, if you have to pay any part of the premium.

If you acquire a new dependent while insured for Dependent Life Insurance, that dependent becomes insured automatically.

#### Effective Date of Change in Amount of Insurance

If there is an increase in the amount of Dependent Life Insurance, the increase will take effect on the **latest** of the following dates –

- The effective date of the increase, unless your dependent is hospital confined in a facility for care and treatment of sickness or accidental injury on that date.
- The date of your insured dependent's final discharge from such facility, if your insured dependent is confined to such facility on the date of the increase.
- The date we approve your dependent's evidence of insurability, if we require it.

A decrease in the amount of Dependent Life Insurance will take effect on the date of the decrease.

#### **Termination of Insurance**

Your dependent's life insurance under this rider stops on the earliest of the following dates:

- The date this Dependent Life Insurance Rider terminates.
- For each insured dependent, the last day of the month during which your dependent no longer meets the definition of dependent.
- For your insured dependent spouse, the date you divorce.
- For each insured dependent, the date your dependent's life insurance is converted.

We stop providing a specific benefit under this rider on the date that benefit is no longer provided under the Group Policy.

#### Termination of Eligibility as a Student Dependent

Your student dependent is no longer an eligible student on the earliest of the following dates:

- The date of graduation.
- The date he or she voluntarily stops attending school full-time.
- Thirty-one days following the date he or she involuntarily stops attending school full-time and does not return to school full-time within that 31 days.
- At the end of any 12 month period during which the student dependent did not complete at least 8 months of full-time attendance, unless he or she is attending school full-time on that date.

Insurance does not stop solely due to school vacations. If your insured student dependent is unable to attend school full-time because of sickness or accidental injury, we will continue the insurance until the first day of the next regular semester or quarter following your student dependent's recovery from sickness or accidental injury, or until your student dependent does not meet the definition of dependent, whichever comes first.

#### Family and Medical Leave Act of 1993

If your Employee's Insurance remains in force due to a certified leave under the FMLA, then your Dependent Life Insurance will also remain in force so long as you continue to meet the requirements as set forth in the FMLA, and premium payment is continued.

#### Handicapped Dependent Child

If your insured dependent child is physically handicapped or mentally retarded and reaches the maximum age for Dependent Life Insurance, you may continue this child's insurance. You must give us proof of all of these –

• The child is handicapped and not self-supporting.

- The child became handicapped before reaching the maximum age for Dependent Life Insurance.
- The child is dependent on you for support.

Proof must be given within 31 days after the date the child reaches the maximum age for insurance. Before granting a continuation of this child's insurance, we may require that a doctor examine the child. We will specify the doctor and pay the fee for all exams we require. During the 2 years after the child reaches the maximum age, we may ask for regular proof of the child's continued handicap. After the 2 year period, we will not ask for proof, including doctor's exams, more often than once a year.

This handicapped child's continuation stops on the **earliest** of the following dates:

- The date the child becomes covered under any other group plan.
- The date the child is no longer handicapped.
- The date you do not give us proof of the child's handicap when requested.
- The end of the period for which you paid premiums for this continuation, if you do not make the next required premium contribution when due.
- The date your Dependent Life Insurance would otherwise stop under the Group Policy.

Conversion will be available to your insured dependent child when all continuation is exhausted.

#### **Conversion of Dependent Life Insurance**

Your insured dependent may convert Dependent Life Insurance to an individual life insurance policy, without evidence of insurability, if it stops for any of the following reasons:

• This Dependent Life Insurance Rider terminates.

- · Your dependent's life insurance terminates.
- You no longer meet the requirements set forth in the FMLA and your dependent's life insurance stops.
- The Dependent Life Insurance amount shown on this rider is reduced.

Your insured dependent may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your insured dependent's life insurance stops. We or the Policyholder must be notified. We will supply your insured dependent with a conversion form to complete and return. Notice of the right to convert will be given to your insured dependent, or mailed to your insured dependent's last known address according to the Policyholder's records, within 15 days before or after one of the previous events occurs. If notice is provided more than 15 but less than 90 days after such event, the time period in which your insured dependent may apply for a conversion policy will be extended for 45 days after the notice is provided. However, if notice is not provided within 90 days of the event, the right to convert will expire at the end of the 90 days.

If your insured dependent's life insurance is terminated because coverage for active employees under the Group Policy is terminated, the amount of the individual policy is limited to the amount of your insured dependent's life insurance which stops, minus the amount of other group insurance for which your insured dependent becomes eligible within 45 days of that date.

If your insured dependent's life insurance stops for any other reason, the amount of your insured dependent's individual policy may be any amount up to the amount of your insured dependent's life insurance that stopped.

Your insured dependent may purchase any individual policy offered by us. The new policy takes effect on the date your insured dependent applies for conversion. Premiums for the new policy are based on the class of risk to which your insured dependent belongs. Your insured dependent may choose any premium mode we offer.

If your insured dependent dies within the period allowed for making application to convert, we will pay a death benefit to your insured dependent's beneficiary in the amount your insured dependent was entitled to convert.

#### Incontestability

Your dependent's life insurance has a contestable period starting with the effective date of your dependent's life insurance and continuing for 2 years while your insured dependent is living. During that 2 years, we can contest the validity of your dependent's life insurance because of inaccurate or false information received relating to your dependent's insurability. Each elected increase to the amount of insurance may also be contested during the 2 year period following the effective date of the increase. After either 2 year period, we cannot contest the validity of your dependent's life insurance for any reason other than non-payment of premium. Only statements that are in writing and signed by you or your insured dependent can be used to contest the insurance. We will provide a copy of the written statement(s) to you in the event we contest the validity of your dependent's life insurance.

#### **Other Group Policy Benefits and Riders**

Your Dependent Life Insurance will be unaffected by any benefits paid to you under the Group Policy or any of its riders.

#### Termination of Rider

This rider will terminate on the earliest of the following dates:

- The date your Employee's Insurance under the Group Policy stops.
- The date Dependent Life Insurance is no longer provided under the Group Policy.
- The date you no longer have any eligible dependents insured under this rider.
- The date your premiums are waived under the Waiver of Premium Disability Benefit Rider.
- The end of the period for which you made your last premium contribution for Dependent Life Insurance if you do not make the next required contribution when due.

ReliaStar Life Insurance Company of New York has executed this rider at its Home Office in Woodbury, New York on the Effective Date shown above.

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Secretary

# **DEPENDENT AD&D INSURANCE RIDER**

THIS RIDER IS PART OF THE GROUP POLICY AND CERTIFICATE TO WHICH IT IS ATTACHED. This rider applies to you only if you are insured for Dependent AD&D Insurance.

Group Policy Number:	68184-9LIFENY
Policyholder:	Crouse Health Hospital, DBA Crouse Hospital
Rider Number:	RB-14747e
Effective Date:	January 1, 2014

The same dependents that are insured under the Dependent Life Insurance Rider are those insured under this Dependent AD&D Insurance Rider.

#### Definition(s)

Accident – an unexpected and sudden event. Full Amount – the maximum amount payable in your insured dependent's lifetime.

### Dependent Accidental Death and Dismemberment (AD&D) Insurance

Class Spouse	Full Amount of AD&D Insurance
<ul> <li>if child(ren) are not insured</li> </ul>	50% of Employee's Amount of

50% of Employee's Amount of Supplemental AD&D Insurance

40% of Employee's Amount of Supplemental AD&D Insurance

· if child(ren) are insured

Child (each)

- 14 days but less than 19 years of age, student dependent age 19 but less than 25 years of age
- if spouse is not insured
- · if spouse is insured

15% of Employee's Amount of Supplemental AD&D Insurance, not to exceed \$25,000

10% of Employee's Amount of Supplemental AD&D Insurance, not to exceed \$25,000

The amount of AD&D insurance for a spouse can be no more than your Employee AD&D Insurance amount.

#### Benefit

We pay an Accidental Death and Dismemberment (AD&D) benefit if your insured dependent loses his or her life, limb, sight, speech or hearing, or is paralyzed due to an accident. All of the following conditions must be met:

- Your insured dependent is covered for Dependent AD&D Insurance on the date of the accident.
- The loss occurs within 90 days of the date of the accident.
- The cause of the loss is not excluded.
- The loss occurs before the first premium due date following your 70th birthday.

We pay the benefit shown below if your insured dependent suffers any of the losses listed. We pay only one Full Amount while this rider is in effect. If your insured dependent has a loss for which we paid 1/2 of the Full Amount, we pay no more than 1/2 of the Full Amount for the next loss.

#### For:

#### The benefit is:

Loss of life Loss of both hands, both feet or sight of both eyes	
Loss of one hand and one foot	
Loss of speech and hearing in both ears	
Loss of one hand or one foot and sight of one eye	Full Amount
Loss of one hand or one foot or sight of one eye	1/2 Full Amount
Loss of speech	1/2 Full Amount
Loss of hearing in both ears	1/2 Full Amount
Loss of thumb and index finger of same hand	
Quadriplegia	Full Amount
Paraplegia	1/2 Full Amount
Hemiplegia	1/2 Full Amount

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs. **Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

Paralysis must be the result of a spinal cord injury that is due to an accident. We do not pay a Dependent AD&D benefit for any paralysis caused by a stroke. Paralysis must be determined by competent medical authority to be permanent, complete and irreversible.

We do not pay a benefit for loss of use of the hand or foot, or thumb and index finger.

We pay all death, dismemberment and paralysis benefits for your insured dependent to you.

#### Exclusions

- We do not pay benefits for loss directly or indirectly caused by any of the following:
- An accident occurring before the Effective Date of your coverage under this rider.
- Suicide or intentionally self-inflicted injury.
- Physical or mental illness.
- Bacterial infection or bacterial poisoning. Exception: Infection from a cut or wound caused by an accident.
- Aviation. **Exception:** A fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.
- · Any armed conflict, whether declared as war or not, involving any country or government.
- An accident which occurs while in the military service for any country or government.
- An accident which occurs when your insured dependent commits or attempts to commit a crime.
- Use of any drug, narcotic or hallucinogenic agent, unless prescribed by a doctor or taken as directed by a doctor or the manufacturer.

#### Eligibility

You are eligible for Dependent AD&D insurance under this rider on the latest of the following dates:

- The Group Policy's Effective Date.
- This rider's Effective Date.
- The date your Dependent Life Insurance under the Group Policy is effective.

You must meet all of the following conditions to become insured for Dependent AD&D Insurance.

- Be insured for Dependent Life Insurance.
- Apply for Dependent AD&D Insurance, if you must pay any part of the premium. You must apply for all dependents you have within 31 days of the date you are eligible for Dependent AD&D Insurance.

#### Effective Date of Dependent AD&D Insurance

Your Dependent AD&D insurance starts on the latest of the following dates:

- The date you become eligible for Dependent AD&D Insurance.
- The date you return to active work if you are not actively at work on the date Dependent AD&D insurance would otherwise start. **Exception:** Your Dependent AD&D Insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The first day of the month on or after the date you apply for Dependent AD&D Insurance, if you have to pay any part of the premium.

#### Effective Date of Change in Amount of Dependent AD&D Insurance

If there is an increase in the amount of Dependent AD&D insurance, the increase will take effect on -

- The effective date of the increase, unless your dependent is hospital confined in a facility for care and treatment of sickness or accidental injury on that date.
- The date of your insured dependent's final discharge from such facility, if your insured dependent is confined to such facility on the date of the increase.

A decrease in the amount of Dependent AD&D insurance will take effect on the date of the decrease.

#### Termination of Dependent AD&D Insurance

Your dependent's AD&D insurance under this rider stops on the earliest of the following dates:

- The date this Dependent AD&D Insurance Rider terminates.
- The date the Dependent Life Insurance Rider terminates.

If you are required to pay premiums for any part of Dependent AD&D Insurance, that coverage will stop at the end of the period for which you paid premiums, if you do not make the next required premium contribution when due.

We stop providing a specific benefit under this rider on the date that benefit is no longer provided under the Group Policy.

#### Family and Medical Leave Act of 1993

If your Employee's Insurance and Dependent Life Insurance remain in force due to a certified leave under the FMLA, then your Dependent AD&D Insurance will also remain in force so long as you continue to meet the requirements as set forth in the FMLA.

# ADDITIONAL DEPENDENT AD&D BENEFITS

#### Safe Driver Benefit

We pay a **Safe Driver** benefit in addition to the Dependent AD&D benefit and subject to the exclusions listed below if your insured dependent spouse was:

- Killed due to an automobile accident, and
- · Wearing a properly fastened safety belt at the time of the accident.

Your dependent spouse must be insured for at least \$25,000 Dependent AD&D Insurance in order to be eligible for a Safe Driver benefit.

#### For loss of:

#### The benefit is:

Life ...... An additional 10% of Full Amount of Dependent AD&D Insurance up to a maximum of \$25,000

Automobile means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes. **Safety belt** means a passenger restraint system properly installed in the vehicle in which your insured dependent spouse was riding.

We will not pay the Safe Driver benefit if the loss of life was caused directly or indirectly by any use of alcohol by your insured dependent spouse or by the driver of the automobile in which your insured dependent spouse was riding.

#### Exam

When reasonably necessary, we may have your insured dependent examined while a claim is pending under this rider. We pay for the initial exam.

#### **Other Group Policy Benefits and Riders**

Your Dependent AD&D Insurance will be unaffected by any benefits paid to you under the Group Policy or any of its riders, except under the Dependent Life Insurance Rider.

#### **Termination of Rider**

This rider terminates on the earliest of the following dates:

- The date your Dependent Life Insurance under the Group Policy stops.
- The date Dependent AD&D Insurance is no longer provided under the Group Policy.
- · The date the Group Policy terminates.
- The date you no longer have any eligible dependents insured under this rider.
- The date your premiums are waived under the Waiver of Premium Disability Benefit Rider.
- The end of the period for which you made your last premium contribution for Dependent AD&D Insurance if you do not make the next required contribution when due.

#### Conversion

There are no conversion rights contained in this rider.

ReliaStar Life Insurance Company of New York has executed this rider at its Home Office in Woodbury, New York on the Effective Date shown above.

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Secretary

ReliaStar Life Insurance Company of New York