# **Group Life Insurance Certificate**

Empire State Supervisors and Administrators Association

#### **CLAIM PAYMENT NOTICE**

## MANNER OF PAYMENTS OF CLAIMS

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

#### **DRAFT ACCOUNTS**

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

## **FOREWORD**

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

The need for life insurance protection depends on individual circumstances and financial situations. This valuable coverage should add an extra dimension to your personal insurance portfolio.

In an effort to make your benefit program more comprehensive and responsive to your needs, Empire State Supervisors and Administrators Association is providing this insurance to you at no cost.

## CIGNA LIFE INSURANCE COMPANY OF NEW YORK

140 EAST 45TH STREET NEW YORK, NY 10017-3144 (800) 732-1603 TDD (800) 336-2485 GROUP INSURANCE CERTIFICATE

A STOCK INSURANCE COMPANY

We, the CIGNA LIFE INSURANCE COMPANY OF NEW YORK, certify that we have issued a Group Policy, AGV-001410, to Empire State Supervisors and Administrators Association.

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

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

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

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

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

Matthew G. Manders, President

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# TABLE OF CONTENTS

SCHEDULE OF BENEFITS	6
WHO IS ELIGIBLE	7
	7
WHEN COVERAGE ENDS	7
LIFE INSURANCE BENEFITS	8
CLAIM PROVISIONS	9
ADMINISTRATIVE PROVISIONS	11
GENERAL PROVISIONS	11
DEFINITIONS	12

#### **SCHEDULE OF BENEFITS**

**Policy Effective Date:** February 1, 2016

**Policy Anniversary Date:** February 1

**Policy Number:** AGV-001410

#### **Class Definition**

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

All dues paying members of Empire State Supervisors and Administrators Association in good standing.

# **Your Eligibility Waiting Period**

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

No Waiting Period

If you were hired after the Policy Effective Date:

No Waiting Period

## LIFE INSURANCE BENEFITS

## **Member Benefits**

Amount of Insurance \$10,000 Guaranteed Issue Amount: \$10,000

Maximum Benefit: \$10,000

Age Based Reductions When you are age 70 or older, your Life Insurance Benefit will

reduce to the percentage shown below:

50% of the Life Insurance Benefit at age 70

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#### WHO IS ELIGIBLE

## **Classes of Eligible Persons**

A person may be insured only once under the Policy as a Member, even though he or she may be eligible under more than one class.

#### Member

If you qualify under the Class Definition shown in the Schedule of Benefits, you are eligible to be insured under the Policy on the Policy Effective Date, or the day after you complete the applicable Eligibility Waiting Period, if later.

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

Except as noted in the Reinstatement Provision, if you terminate coverage and later wish to reapply, or if you are a former Member who is rehired, a new Eligibility Waiting Period must be satisfied. You are not required to satisfy a new Eligibility Waiting Period, if insurance ends because you are no longer in a Class of Eligible Members and within one year you become a member of an eligible class.

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#### WHEN COVERAGE BEGINS

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

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#### WHEN COVERAGE ENDS

Coverage will end on the earliest of the following dates:

- 1. the date you are eligible for coverage under a plan intended to replace this coverage;
- 2. the date we terminate the Policy;
- 3. the date you are no longer in an eligible class;
- 4. the date coinciding with the end of the last period for which required premiums are paid; and
- 5. for a Member, the date the Policyholder cancels participation under the Policy.

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#### WHAT IS COVERED

#### LIFE INSURANCE BENEFITS

#### **Death Benefit**

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

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# **Conversion Privilege for Life Insurance**

If coverage ends for any reason except non-payment of premium, any Insured may apply for a conversion policy of life insurance. You may also apply if your life insurance benefit is reduced due to a change in age, class or the Policy. Conversion which becomes available due to a reduction in insurance will be permitted up to the amount of the reduction.

The conversion insurance may be a type of life insurance currently being offered for conversion by us at your age and in the amount requested. It may not be term insurance, except for the first year after your insurance ends. For that year, you may elect term insurance to precede to the permanent plan. It may not be an amount greater than Life Insurance Benefits under the Policy on the last day the Insured is covered under the Policy. Conversion life insurance will not provide accident, disability or other benefits. The conversion coverage will not exclude suicide occurring more than two years after the effective date of coverage under the Policy.

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

If coverage ends because the Policy is terminated or amended, or the Policyholder cancels participation under the Policy, and you are or become eligible for coverage under any group policy within 45 days, you may not convert an amount of insurance greater than the amount for which you were covered under the Policy, less the amount of life insurance for which you are eligible under the other policy.

To apply for conversion insurance, you must submit an application to us and pay the required premium within 31 days after coverage under this Group Policy ends. Evidence of insurability is not required. Premium for the conversion insurance will be based on your age and class of risk and the type and amount of coverage issued.

Conversion insurance will become effective on the 31st day after the date coverage under this Policy ends if your application has been received by us and the required premium is paid on that date. If you die during the conversion period, whether or not it is extended beyond 31 days, as described below, the amount of life insurance which could have been converted will be paid under this Policy regardless of whether you applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any benefits payable for that type and amount of insurance under the Policy.

## Notice of Conversion

You must be notified within 15 days before or after an event that results in termination, or reduction in your group life insurance, but if notice is given more than 15 days but less than 90 days after the event, the time period allowed for the exercise of the conversion privilege shall be extended to 45 days after giving notice. If such notice is not given within 90 days after the event, the time allowed for the exercise of the conversion privilege expires at the end of 90 days. Notice, for the purpose of this section, means written notice presented to you by the Policyholder or mailed to your last known address as reported by the Policyholder.

If you die during the extended conversion period, the amount of life insurance which could have been converted will be paid under this Policy, regardless of whether or not you applied for the conversion insurance. If your application for conversion insurance is received by us and the required premium is paid, Life Insurance Benefits will be payable under the conversion insurance.

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#### **CLAIM PROVISIONS**

#### **Notice of Claim**

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

### **Claim Forms**

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

## **Claimant Cooperation Provision**

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

## **Insurance Data**

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

## **Proof of Loss**

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

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

# **Time of Payment**

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

#### **To Whom Pavable**

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

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

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

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

# **Change of Beneficiary**

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

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

## **Physical Examination and Autopsy**

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

## **Legal Actions**

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

## **Time Limitations**

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

## **Physician/Patient Relationship**

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

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#### ADMINISTRATIVE PROVISIONS

#### **Premiums**

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

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

#### **Reinstatement of Insurance**

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

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

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## **GENERAL PROVISIONS**

#### **Entire Contract**

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

## **Incontestability**

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

# **Workers' Compensation Insurance**

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

## Assignment

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

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

## **Conformity with State Statutes**

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

#### Male Pronoun

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

#### **Clerical Error**

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

# Agency

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

## **Ownership of Records**

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

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## **DEFINITIONS**

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

# **Insurability Requirement**

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

## **Insurance Company**

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

#### **Insured**

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

## Physician

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

## **Policy Anniversary**

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

## **Policy Effective Date**

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

## **Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Policyholder in effect directly prior to the Policy Effective Date.

## **Physician**

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

# **Policy Anniversary**

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

# **Policy Effective Date**

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

## Policyholder

A Policyholder is Empire State Supervisors and Administrators Association.

## **Prior Plan**

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

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

#### **Sickness**

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

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

Class 1 01/2016

