



**SECURITY MUTUAL LIFE
INSURANCE COMPANY
OF NEW YORK**

**YEARLY RENEWABLE
GROUP TERM LIFE INSURANCE
AND
ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE
PARTICIPATING POLICY
NON-CONTRIBUTORY**

POLICYHOLDER: Council 82 New York State Law Enforcement Officers Union AFSCME, AFL-CIO

GROUP POLICY NUMBER: GME002798 **GROUP IDENTIFICATION NUMBER:** G000104048-00001

CERTIFICATE EFFECTIVE DATE: February 1, 2015

BENEFIT:

	Amount/Class
Basic Member Term Life Insurance Amount	\$10,000 / B0

GOVERNING JURISDICTION: NEW YORK

This is your Certificate of Coverage as long as you are eligible for coverage and you become insured. Please read it carefully and keep it in a safe place.

The policy permits the Policyholder to change, reduce, restrict or terminate your rights or benefits under the policy without your consent. Such change, reduction or restriction may occur at a time your health status has changed and may affect your ability to procure individual coverage.

The policy is delivered in the Governing Jurisdiction shown above. The policy is governed by the laws of the Governing Jurisdiction.

For purposes of effective dates and ending dates under the policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

Signed by the Company:

President

**SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK
SECURITY MUTUAL BUILDING
100 COURT STREET . P.O. BOX 1625
BINGHAMTON, NEW YORK 13902-1625
607-723-3551 www.smlny.com**

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SCHEDULE OF BENEFITS – MEMBER TERM LIFE INSURANCE

TERMS USED IN THIS SCHEDULE OF BENEFITS ARE DEFINED IN THIS CERTIFICATE. PLEASE REFER TO THIS CERTIFICATE FOR COMPLETE DETAILS.

MEMBER TERM LIFE INSURANCE

BASIC MEMBER TERM LIFE INSURANCE

CLASS	BENEFIT
B0 All other full-time Members Unit – Non-Contributory	\$10,000

MEMBER ONLY – TERM LIFE INSURANCE LIVING BENEFIT

Minimum Percentage or Minimum Amount: The lower of 25% of the Death Benefit or \$50,000

Maximum Percentage: 50%

Maximum Benefit: \$5,000

The Living Benefit is available only if the Member has an amount of Term Life Insurance equal to or greater than \$10,000.

REDUCTION OF BASIC MEMBER TERM LIFE INSURANCE

The amount of Basic Member Term Life Insurance for any Member will be reduced on his or her Policyholder's Anniversary Date, as follows:

- a. At age 70 to 50% of the amount as determined in this Schedule of Benefits.

ELIGIBILITY

1. APPLICABLE TO MEMBERS

- a. The term "Member" is defined under the General Definitions section of the policy. Subject to subsection b. below, each Member in a class of Members who may become insured under the policy will become eligible on the latest of the following dates: (i) The policy Effective Date; (ii) The date the Member becomes a member of the class of Members who may become insured under the policy; or (iii) If the Member is required by the Policyholder to satisfy a Waiting Period, as defined, the date the Member satisfies the applicable Waiting Period.
- b. If a Member is Hospital Confined on the date the Member would normally become eligible, the Member will become eligible for coverage on the day after the Hospital Confinement ends.

Members who are Hospital Confined on the Effective Date of the policy applicable to the Member

A Member who is Hospital Confined on the Effective Date of the policy applicable to the Member may become insured under the policy for life insurance only on the Effective Date of the policy, subject to all of the following conditions:

1. The Member was insured under the Policyholder's prior group life insurance policy immediately prior to the Effective Date of the policy;
2. The Member is a member of an eligible class of Members under the policy;
3. The premiums for the Member are paid up to date; and
4. The Member is not receiving or eligible to receive benefits under the Policyholder's prior group life insurance policy.

In such case, any life insurance benefit under the policy will be the lesser of:

1. The life insurance benefit payable under the policy; or
2. The life insurance benefit payable under the Policyholder's prior group life insurance policy had it remained in force.

EFFECTIVE DATES OF INSURANCE – APPLICABLE TO TERM LIFE INSURANCE ONLY

Insurance will be effective at 12:01 A.M. on the date determined as follows, but only if the Member's written application for insurance is, prior to such date: 1. Made with Us through the Policyholder; and 2. On forms that are satisfactory to Us.

APPLICABLE TO MEMBERS – NON-CONTRIBUTORY INSURANCE

A Member will be insured under this policy in the amount shown in the Schedule of Benefits applicable to such Member on the date the Member becomes eligible.

MEMBER TERM LIFE INSURANCE

INSURING CLAUSE

When We receive at Our Home Office due proof of the death of a Member who is insured under the policy for this coverage together with proof of the claimant's entitlement to the proceeds, We will pay the amount for which such Member's life is insured, as shown in the Schedule of Benefits. Payment will be made to the person or persons entitled thereto in accordance with the terms of the policy.

MEMBER TERM LIFE INSURANCE – LIVING BENEFIT

Only Members are eligible for this Living Benefit.

THIS COVERAGE PROVIDES AN ACCELERATED BENEFIT PROVISION. RECEIPT OF THIS ACCELERATED BENEFIT WILL REDUCE THE DEATH BENEFIT AND MAY BE TAXABLE. THE MEMBER SHOULD SEEK ASSISTANCE FROM THE MEMBER'S PERSONAL TAX ADVISOR.

LIVING BENEFIT DEFINITIONS:

CERTIFIED or **CERTIFICATION** refers to a written statement made by a Physician on a form provided by Us as to the insured Member's Terminal Illness.

DEATH BENEFIT means the insurance amount payable under the policy at the death of the Member. It does not include any amount payable under the accidental death and dismemberment insurance, if any, under the policy.

DISCOUNT RATE means the then current yield on the 90-day Treasury Bills available at the date of application for benefits under this coverage.

LIVING BENEFIT means the benefit amount that is elected by the Member if he or she is Certified as Terminally Ill. The Discount Rate will be applied to the Living Benefit elected by the Member and will reduce the amount paid to the Member.

PHYSICIAN means a duly licensed practitioner, acting within the scope of his or her license, who is recognized by the law of the state in which diagnosis is received. The physician may not be the Member or a member of his or her immediate family.

TERMINALLY ILL or **TERMINAL ILLNESS** refers to a Member's illness or physical condition that is Certified by a Physician to reasonably be expected to result in death in 12 months or less.

WRITTEN REQUEST means a request made, in writing, by the Member to Us.

PAYMENT CONDITIONS: This benefit is payable to the Member if he or she is Certified as Terminally Ill. In order for this benefit to be paid: (a) The Member must have been insured under the policy for not less than 6 (six) consecutive months; (b) The Member must make a Written Request; and (c) We must receive from any assignee or irrevocable beneficiary his or her signed acknowledgement and agreement to payment of this benefit.

We may, at Our option, confirm the terminal diagnosis with a second medical exam performed at Our expense.

AMOUNT OF THE LIVING BENEFIT: The Member may elect an amount of Living Benefit not to exceed the Maximum Percentage as shown in the Schedule of Benefits of the Death Benefit applicable to the Member under the policy on the date of the Certification of Terminal Illness less any reductions under the terms of the policy scheduled to apply within the next 12 months. The election may not be for an amount less than the lower of the Minimum Percentage or the Minimum Amount shown in the Schedule of Benefits. This benefit, reduced by the percentage of the Discount Rate, will be paid as a single lump sum. The Living Benefit is payable one time only for any Member and cannot exceed the Maximum Benefit as shown in the Schedule of Benefits.

MEMBER TERM LIFE INSURANCE – LIVING BENEFIT

EFFECT OF LIVING BENEFIT: If a Member becomes eligible for, and elects to receive this benefit, the following will result:

1. The Death Benefit payable for such Member will be reduced by the amount of the Living Benefit elected by the Member. However, the Living Benefit cannot exceed the Maximum Percentage as shown in the Schedule of Benefits. The reduced amount of insurance will be subject to all policy provisions dealing with changes in the amount of insurance and reductions or termination for age or retirement. The amount of the Living Benefit plus the remaining death benefit will not exceed the amount that would have been paid as a death benefit in the absence of this coverage;
2. Any amount of insurance that would otherwise be continued under a waiver of premium provision will be reduced by the amount of the Living Benefit. Conversion privileges will still be available for subsequent reductions in the amount of insurance or the termination of insurance. The amount available will be based on changes in the amount of Death Benefit payable, as defined in the previous paragraph, after the payment of the Living Benefit;
3. The premium due for the Member life insurance benefit will be calculated on the amount of insurance remaining in force after deducting the amount of the Living Benefit; and
4. If any Member life insurance Death Benefit remains after We pay a Living Benefit, any accidental death benefit provision will not be affected by payment of the Living Benefit.

TERMINATION OF A MEMBER'S LIVING BENEFIT: This Living Benefit coverage of any Member will terminate on the first of the following:

1. The date of termination of the policy;
2. The date he or she is no longer a Member;
3. The date the Member's coverage under the policy terminates;
4. The date of payment of the Living Benefit; or
5. The date the Member attains 70 years of age.

EXCEPTIONS: The Living Benefit will not be available if the Member's Terminal Illness is due to any intentionally self-inflicted injury or suicide attempt. The Living Benefit will not be available if:

1. The Member has made an assignment of all or part of his or her insurance unless he or she gives Us a signed written consent from the assignee in a form acceptable to Us;
2. The Member is required by a health care facility to use the Living Benefit as a condition of admission to such facility or for providing any care in such facility or to continue a government benefit or entitlement;
or
3. The Member has previously received a Living Benefit under the policy.

MEMBER TERM LIFE INSURANCE – WAIVER OF PREMIUM – IF THE MEMBER BECOMES TOTALLY DISABLED BEFORE AGE SIXTY

If, while insured and prior to age sixty, the Member becomes totally disabled as defined below for a continuous waiting period of at least nine months, the Member's group term life insurance will be extended under the policy. When the Member's insurance is extended, no premium will be due for such insurance.

Written notice and proof that total disability began prior to age sixty and while the Member was insured and the total disability has existed continuously for nine months must be given to Us at Our Home Office. Upon submission of proof satisfactory to Us, any premium paid by the Policyholder for such Member's coverage after the date disability began will be refunded to the Policyholder. We may require proof of continued total disability at reasonable intervals; however, not more often than once per year. Proof that covered total disability lasted until death must be given to Us within one year after death occurs. On receipt of such proof, We will pay the Member's beneficiary the amount of group term life insurance for which the Member was last insured. This amount will be reduced by any conversion benefit payable under the "Member Right to Convert" section of the policy.

No premium due more than one year before proof is received will be waived. However, an otherwise valid claim will not be denied if it is shown to Our satisfaction that the notice and proof were given as soon as was reasonably possible; and, except in the absence of legal capacity of the Member, within one year after the time proof is otherwise required.

A Member is totally disabled if, due to injury or disease, the Member is not able to engage in any work for which the Member is reasonably fitted by learning or experience. Total disability will be deemed to have ended if the Member does any work for pay or gain.

If the Member has converted his or her group term life insurance while totally disabled, the Member must return the individual policy to Us with the Member's first proof of total disability. Any premium paid under that policy will be refunded.

While the Member is totally disabled, the Member will be covered for the amount of group term life insurance for which the Member was insured just before ceasing active work due to total disability. This amount is subject to reductions, if any, due to the Member's attainment of a certain age, as shown in the Schedule of Benefits.

We have the right to have Our medical representative examine the Member when necessary, at our expense. This will not be done more than once a year after this insurance has continued for two full years.

The Member's insurance will end when the Member: (a) Ceases to be totally disabled; (b) Fails to give required proof satisfactory to Us of continued total disability; (c) Fails to submit to a health exam required by Us; (d) Attains age 65; or (e) Attains his or her Retirement Date. When this insurance ends, the Member will have the same conversion rights as those described under the "Member Right to Convert" section of the policy, unless the Member becomes insured again under the policy.

If the Member converted his or her insurance under the policy while totally disabled, any death benefit paid under the individual policy will be deducted from the amount of life insurance due under the policy; and, any premiums paid under the individual policy will be paid to the beneficiary of that policy.

Termination of the policy will not affect an otherwise valid claim arising from total disability which began before such termination.

MEMBER RIGHT TO CONVERT

If a Member's amount of group life insurance is terminated, in whole or in part, for reasons other than failure to pay the required premium, the Member may purchase an individual policy of life insurance without having to provide Evidence of Insurability, in accordance with the following:

1. When a Member's insurance terminates, the amount of life insurance the Member will be permitted to purchase under an individual policy will be not more than the amount of life insurance for which the Member was insured under the policy when insurance under the policy terminated;
2. When the policy terminates the amount of life insurance the Member will be permitted to purchase under an individual policy will not be more than:
 - a. The amount of life insurance, including any supplemental life insurance, the Member was insured for under the policy when insurance under the policy terminated; less
 - b. The amount of any group life insurance for which the Member is eligible or becomes eligible and that is issued or reinstated within 45 days after the date insurance terminated under the policy; and
3. When the amount of a Member's life insurance under the policy is reduced, the Member may purchase an individual policy of life insurance as if eligibility for insurance under the policy had terminated on the date the reduction took effect. The amount of insurance the Member will be permitted to purchase under an individual policy will be not more than the amount by which the Member's life insurance under the policy was reduced.

The purchase of an individual conversion policy of life insurance is subject to the following:

1. The Member must make application for an individual policy and pay the first premium for the conversion policy within 31 days after the date the Member's insurance is reduced or terminated under this policy, or within any extended notice conversion period, whichever is later. The first premium payment must be submitted with the application;
2. If the Member's eligibility for insurance under the policy terminated due to a total disability, the conversion policy may be on one of the life insurance forms that We customarily issue, including term insurance. Further, the conversion policy can be preceded by term life insurance for one year with the premium payable in any mode offered by Us;
3. If the Member's insurance terminates due to any event other than total disability, the conversion policy may be on one of the life insurance forms that We customarily issue, except for term insurance. However, the conversion policy can be preceded by term life insurance for one year with the premium payable in any mode customarily offered by Us;
4. The Member cannot convert any other additional insurance such as Accidental Death and Dismemberment Insurance;
5. The premium payable will be based on the rates in use by Us on the date the individual conversion policy takes effect. The rates will be based on the policy chosen, the amount of insurance, the Member's attained age and the class of risk to which the Member belonged under the policy or the most comparable risk class available; and
6. The effective date of the individual conversion policy will be the date of termination or reduction of the Member's life insurance under the policy.

The Policyholder will give the Member a notice of the right to convert within 15 days before or after a termination or reduction in the Member's insurance, and the Member must exercise the right to convert by applying for an individual policy and paying the first premium within 31 days from the date of termination or reduction. However, if the Policyholder does not provide a notice within 15 days before or after a termination or reduction in the Member's insurance, then the period during which the Member may exercise the right to convert will be extended as follows:

MEMBER RIGHT TO CONVERT

1. If the notice is given more than 15 days but less than 90 days after termination or reduction of the Member's insurance, the right to convert will be extended to 45 days after such notice is given; and
2. If the notice is not given within 90 days after termination or reduction of the Member's insurance, the right to convert will expire at the end of such 90 day period.

Full compliance with this provision will be satisfied by written notice that is:

1. Given to the Member by the Policyholder; or
2. Mailed to the Member by the Policyholder at the Member's last address on file with the Policyholder.

If the Member dies during the conversion period described above, We will pay the amount of life insurance that could have been converted to an individual policy. Such amount will be paid to the beneficiary named under the policy. However, if the Member dies after applying for an individual conversion policy, such amount will be paid to the beneficiary named on the application for the individual conversion policy.

The Policyholder must pay premium to Us if:

1. The Member dies during the period during which the Member had the right to convert;
2. The conversion right was the result of the Policyholder's voluntary termination of the policy; and
3. The Policyholder replaces the policy within six months after the termination.

MEMBER TERMINATIONS

APPLICABLE TO MEMBERS

A Member will cease to be insured on the earliest of the following dates:

1. The date this policy terminates;
2. The date the Member is no longer in an eligible class;
3. The date the Member's class is no longer included for insurance;
4. The last day for which any required Member contribution to premium has been made; or
5. The last day for which premium payment for a Member's insurance was received by Us.

GENERAL PROVISIONS – APPLICABLE TO TERM LIFE INSURANCE ONLY

CONTRACT: The entire contract is made up of: (a) The policy, including any written amendments or endorsements signed by the Policyholder and Us and which We make a part of the policy; (b) The Policyholder Application for Group Insurance; (c) The individual applications, if any, of the Members; and (d) The certificates of insurance issued to the insured Members, including any amendments or endorsements We make part of such certificates of insurance.

All statements made by the Policyholder, or insured persons for the issuance, renewal or reinstatement of the policy will be deemed to be representations and not warranties.

No change or amendment can be made to the policy, nor can any rights or requirements be waived, except in writing by one of Our executive officers and given to the Policyholder for attachment to the policy. No agent may change the policy or waive any of its provisions.

INDIVIDUAL CERTIFICATES: We will issue to the Policyholder for delivery to the Members certificates of insurance that set forth a statement of the coverage to which the Members are entitled.

Nothing in the policy, or any amendments or endorsements to the policy, invalidates or impairs any rights and benefits granted to the insured persons as stated in the certificates of insurance, and the rights and benefits granted to the insured persons will not be less than those required by applicable state law. If the terms and conditions of coverage are changed by an amendment or endorsement to the policy, We will provide the Policyholder with revised certificates, or certificate amendments or endorsements, to be given to the Members.

ASSIGNMENTS: Except as noted below, any Member will have the right to assign all of his or her rights concerning the life insurance, including the right to designate the beneficiary and the privilege of converting to a policy of individual life insurance upon termination of coverage under the policy, by filing with a Us a written assignment in a form acceptable to Us.

No assignment shall be binding on Us until an appropriately signed copy is received at Our Home Office. Unless otherwise specified by the assignor, the assignment will then be effective as of the date it was signed, subject to any assignment or other action taken by Us before receipt of such assignment. We are not responsible for the validity of any assignment. No assignment by any Member of Dependent Term Life Insurance or Accidental Death and Dismemberment Insurance will be valid.

MISSTATEMENT OF AGE: If the age of an insured person has been misstated, We will adjust the premium using the true age; and if the benefit for which the Member is insured is based on age, We will make an adjustment of said benefit based on the person's true age.

PROOF OF AGE: We have the right to require satisfactory proof of age.

PROOF OF DEPENDENT ELIGIBILITY: We have the right to require proof of any fact relating to a person's qualifications to be an insured Dependent. All such proof must be satisfactory to Us.

PREMIUM RATE(S): We will determine the premium based on the rates set forth in the Schedule of Premium Rates.

GENERAL PROVISIONS – APPLICABLE TO TERM LIFE INSURANCE ONLY

BENEFICIARY:**A. APPLICABLE TO INSURANCE ON MEMBERS**

The life insurance, and accidental death and dismemberment insurance, if any, benefit is payable to the Member's beneficiary, except as otherwise provided in the policy. The Member may name one or more beneficiaries. The Member may designate different classes of beneficiaries such as primary (first) and contingent (secondary). These classes set the order of payment. A class may contain more than one person.

If the Member names two or more beneficiaries in a class:

1. Two or more surviving beneficiaries will share equally, unless the Member designates unequal shares;
2. If the Member designates unequal shares, and two or more beneficiaries in that class survive, We will pay each surviving beneficiary his or her designated share, unless the Member designates otherwise. We will then pay the share(s) otherwise due to any deceased beneficiary(ies) to the surviving beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving beneficiary bears to the total shares of all surviving beneficiaries; and
3. If only one beneficiary in a class survives, We will pay the total death benefit to that beneficiary, unless the Member designates otherwise.

The Member may name or change the beneficiary at any time, if the right to do so has not been assigned. An irrevocable beneficiary designation may only be changed with the consent of the irrevocable beneficiary. Once received by Us, the designation will take effect as of the date the Member signed the designation. Until the designation is received, We will not be liable for any action taken in good faith contrary to directions contained in the designation.

The Member's beneficiary designation must be the same for life and accidental death and dismemberment insurance, if any, unless the life insurance has been assigned.

The Member must name or change beneficiaries on a form provided by Us. We have the right to refuse to record any designation that does not comply with Our rules and regulations. All designations are subject to the terms and conditions of the policy.

If there is a part of the insurance for the loss of the Member's life for which there is no named beneficiary living at the death of the Member, that part will be paid in a lump sum or sums to any of the following survivors, as We determine to be appropriate: The Member's: (a) Spouse; (b) Children; (c) Parents; or (d) Brothers and sisters. If none survives, that part will be paid in a lump sum to the Member's estate.

B. APPLICABLE TO INSURANCE ON DEPENDENTS

The beneficiary of the Dependent's life insurance will be the Member. If the Member is not living at the time such Dependent dies, payment will be made: (a) In the case of a spouse's death, to such spouse's estate; and (b) In the case of a child's death, to any of the following survivors, as We determine to be appropriate: The child's (i) Parent, or (ii) Brothers and sisters. If none survives, payment will be made to the child's estate.

GENERAL PROVISIONS – APPLICABLE TO TERM LIFE INSURANCE ONLY

If an insured person dies after having applied to convert the group life insurance, the beneficiary named under the individual policy or in the application for the individual policy will receive any benefits payable under the policy.

INCONTESTABILITY: The policy will not be contested after it has been in force for two years after the Date of Issue, except for failure to pay premium.

No statement made by any person insured under the policy as to his or her insurability may be used to contest the validity of the insurance with respect to which the statement was made, unless: (a) The statement is in writing and is signed by such person; and (b) A copy of such statement is or has been furnished to such person or his or her beneficiary. Such statement may not be used to contest the validity of such insurance after the insurance has been in force prior to the contest for two years during the lifetime of the insured person.

We will not contest any increase in benefit amount or benefit addition for any material misstatement made by an insured person as to his or her insurability with respect to an increase of benefit amount, or benefit addition, after the increase of benefit amount, or benefit addition, has been in force for two years during the lifetime of the insured person.

POLICYHOLDER PAYMENT OF PREMIUMS: Except as set forth in the Former Member and Dependent Continuation of Basic and Supplemental Term Life Insurance provisions, if any, all premiums are payable by the Policyholder at Our Home Office on or before the date on which they fall due. The first premium is due on the Policyholder's effective date of insurance under the policy. Each subsequent premium must be paid by the Policyholder on or before the first day of each calendar month that this policy remains in force. If a premium is not paid on or before its due date, the Policyholder's insurance will be in default. A change in premium due to a change in the insurance in force will become due on the next premium due date after the change. Each premium will include any adjustment in the past premiums that is caused by those changes that have not been taken into account at a prior date. Premium payments for the coverage of a person will continue during the full period of the coverage.

POLICYHOLDER GRACE PERIOD: A grace period of thirty-one days will be granted for the payment of each premium after the first. Insurance will be in force during the grace period. If the Policyholder does not pay the premium due during the grace period, insurance of all Members of the Policyholder, and any of their Dependents, will cease at the end of the grace period.

Insurance of Members, and any of their Dependents, of a Policyholder will cease before the end of the grace period if We receive written notice of termination from the Policyholder prior to the end of the grace period.

When insurance ceases, the Policyholder will be liable to Us for all premiums past due, including a pro-rata premium for any time the insurance for the Policyholder is in force.

LIFE INSURANCE DIVIDEND: Each year, We will ascertain the surplus, if any, to be allotted on the policy as a dividend. Any such allotment will be made as of the end of each policy year, provided that the policy has been kept in force to the end of such year by the payment of premiums, and if not, we will not allot any surplus on the policy. Any surplus allotted on the policy may: (a) Be paid in cash to the Policyholder; (b) If the Policyholder elects, be used to pay any premium on the policy; or (c) If the Policyholder elects, be held in a claim stabilization reserve. (See "Claim Stabilization Reserve" provision below.)

If the total of any dividends for the policy is in excess of the difference between the gross premiums under the policy and the Members' contributions toward the payment of such premiums, the excess must be used by the Policyholder for the sole benefit of the Members.

GENERAL PROVISIONS – APPLICABLE TO TERM LIFE INSURANCE ONLY

CLAIM STABILIZATION RESERVE: This reserve, established from declared surplus under the policy, operates to offset deficits under the policy. Upon termination of the policy, the remaining reserve, net of any premiums due from the Policyholder, will be refunded to the Policyholder.

TERMINATION AND CHANGE OF POLICY: Except as set forth in the "Grace Period" provision, the policy will cease on default.

We may terminate or change the policy at any time by giving written notice to the Policyholder at least 60 days in advance if: 1. The Policyholder does not promptly provide Us with information that is reasonably required; or 2. the Policyholder fails to perform any of its obligations that related to the policy. We may terminate or change the policy on any Policy Anniversary Date by giving written notice to the Policyholder at least 60 days in advance of the Policy Anniversary Date for any reason, including but not limited to: 1. For Non-Contributory Insurance, there is less than 100% eligible Member participation; or 2. Fewer than 10 Members are insured under the policy.

Unless otherwise set forth in the policy, We have the right on any premium due date to change the premium rates for the insurance under the policy.

Provided We receive at least a 31-day advance written notice, on any premium due date the Policyholder may terminate the policy. The consent of a Member, or other person referred to in the policy is not required to terminate, amend, modify or change the policy.

Any changes to the policy or to the certificate of coverage that affect the rights of the Policyholder, Member, insured Dependent, or beneficiary require the signature of the Policyholder and delivery of an amendment form to the Policyholder and Member.

RECORDS: Insurance records will be kept to show, as to each person insured, all the data We need to administer the policy. Such records will be set up and kept by Us; or, if the Policyholder and We so agree, by the Policyholder or a third party administrator designated by the Policyholder or by Us. The Policyholder, or its designated third party administrator, will furnish to Us, at Our request, the data We need to administer the insurance and determine the premiums under the policy. The data is to be furnished: (a) On Our forms; or (b) On forms approved by Us.

Clerical errors will not change the amount of insurance coverage under the policy. If a clerical error is discovered, the amount of insurance will be adjusted to reflect the amount that should be in force under the terms of the policy.

The Policyholder shall allow Us access at reasonable times to inspect all records of the Policyholder that pertain to the policy.

EXAMINATIONS: We will have the right to make an autopsy in the case of death where the law does not forbid it.

GOVERNING JURISDICTION: The policy is delivered in the Governing Jurisdiction shown on the face page of the certificate of insurance. The policy is governed by the laws of the Governing Jurisdiction, and to the extent applicable, the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

GENERAL DEFINITIONS – APPLICABLE TO TERM LIFE INSURANCE ONLY

Under the policy, the following defined terms appear with their initial letters capitalized.

HOME OFFICE: This term means Our Home Office at 100 Court Street, P.O. Box 1625, Binghamton, NY 13902.

HOSPITAL CONFINEMENT OR HOSPITAL CONFINED: This term means that a person is confined as an inpatient in a hospital.

MEMBER: This term means a person associated with the Policyholder who is: 1. In good standing with the Policyholder or 2. An active Employee who is regularly scheduled to work 30 or more hours per week for the Policyholder.

NON-CONTRIBUTORY INSURANCE: This term means insurance for which the Policyholder does not require premium contributions from the Member. The Schedule of Benefits shows whether the specific insurance is non-contributory insurance.