# YOUR GROUP **LIFE INSURANCE** PLAN

FOR EMPLOYEES OF

**Hofstra University** 

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B-14364 (10-13)



### 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** 62797-6-LIFENY

**Policyholder** Hofstra University

### RENEWABLE NONPARTICIPATING CONTRIBUTORY GROUP TERM LIFE

The insurance included in this certificate applies to you only if you have elected and are insured for it.

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.

Registrar

Barbara Soyebrigten

### **SCHEDULE OF BENEFITS**

### **Definitions of Classes**

Class 2, Active full-time administration employees

Class 3, Active full-time faculty employees

### **Basic Life Insurance**

Class Amount of Life Insurance

Eligible Employees In Classes 2\* and 3

effective January 1, 2012 \$175,000 effective January 1, 2014 \$200,000

### **Supplemental Life Insurance**

Class Amount of Life Insurance

All Eligible Employees The option of:

1, 2, 3, 4, or 5 times your Basic Yearly Earnings, to a maximum of \$450,000

### \*For Class 2, Basic Life Insurance Only:

Beginning on and after your 65th birthday, we decrease the amount of your Basic Life 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 45%.
- From your 75th birthday to age 80, we pay 30%.
- From your 80th birthday and after, we pay 20%.

Effective April 1, 2008, the above reduction schedule is not applicable.

**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.

### Waiting Period and Eligibility – Active Employees

You are eligible on the later of the following dates:

• For Classes 2 and 3, the first day of the month on or after the date you begin continuous service with the Policyholder.

Exception: If the employee is hired between the first and fifth day of a month, coverage starts on the first day of that month. If the employee is not actively at work, coverage begins after completion of 5 full consecutive days of active service with the Policyholder.

### **Evidence of Insurability**

All employees must complete an Enrollment Form. Evidence of Insurability is required for amounts in excess of the limits described below.

Employee – Supplemental Life Insurance Limit without Evidence		
•	Coverage on the Group Policy Effective Date	
	continued from the Policyholder's prior plan	Current amount, up to the maximums.
•	At annual enrollment, increases in the amount	
	of Supplemental Life Insurance	
	in excess of one benefit level	Evidence is required for excess amounts.
•	Application for new Supplemental Life coverage in excess	
	of 1 times Basic Yearly Earnings	Evidence is required for excess amounts.
•	Application for new coverage more than 31	
	days after the date you become eligible for insurance	Evidence is required for all amounts.

Please see the definitions of Retirees on page 13.

## **Retiree Basic Life Insurance**

Class	Amount of Life Insurance	
Class 4 Retirees: Less than age 70 Age 70 or over	\$5,000 \$2,500	
Class 5 Retirees, retired prior to September 1, 2001: Less than age 65 Age 65 but less than age 70 Age 70 or over	\$75,000 \$5,000 \$2,000	
Class 5 Retirees, retired on or after September 1, 200 Before January 1, 2007: Less than age 68 Age 68 but less than age 72 Age 72 or over	\$100,000 \$10,000 \$5,000	
Class 5 Retirees, retired on or after January 1, 2007 a Before April 1, 2008: Less than age 68 Age 68 but less than age 72 Age 72 or over	\$125,000 \$10,000 \$5,000	
Class 5 Retirees, retired on or after April 1, 2008 and Before January 1, 2009: Less than age 68 Age 68 but less than age 72 Age 72 or over	\$135,000 \$10,000 \$5,000	
Class 5 Retirees, retired on or after January 1, 2009 a Before January 1, 2012 Less than age 68 Age 68 but less than age 72 Age 72 or over	\$160,000 \$10,000 \$5,000	
Class 5 Retirees, retired on or after January 1, 2012 a Before January 1, 2014: Less than age 68 Age 68 but less than age 72 Age 72 or over	\$175,000 \$10,000 \$5,000	
Class 5 Retirees, retired on or after January 1, 2014: Less than age 68 Age 68 but less than age 72 Age 72 or over	\$200,000 \$10,000 \$5,000	

- Eligibility Retired Employees
  Retirees are eligible on the later of the following dates:

   The Group Policy's Effective Date, January 1, 2004.
- The date the employee retires and meets the definition of eligible retiree.

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.

### **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 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.

### **Effective Date of Insurance**

Your insurance starts on the first day of the month after 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 date you are no longer actively at work for the Policyholder.
- The date 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 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, or the Accelerated Life Benefit. 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 \$450,000 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 and the Accelerated Life Benefit. 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, 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 employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work on at least a 35-hour-per-week basis. Such employees of companies and affiliates controlled by the Policyholder are included. Temporary and seasonal employees are excluded.

### Employee classes are:

Class 2, Active full-time administration employees

Class 3, Active full-time faculty employees

Retirees as defined below are eligible retirees.

#### Retiree -

For Class 4 (comprised of all employees from class 2, excludes faculty employees and class 2 employees who retired on or after January 1, 2012)

- -- an employee residing in the United States who:
- retires on or after age 60,
- has 10 or more years of service with Hofstra University,
- is insured under the Life plan prior to retirement, and
- does not return to work at Hofstra in any eligible class.

For Class 5 (comprised of Faculty employees in Class 3 and Class 2 employees who retired on or after January 1, 2012)

An eligible Class 3 retiree is-

- an employee residing in the United States who:
- retires on or after age 50, with the sum of age and years of full-time continuous service equal to or greater than 70,
- has 10 or more years of service with Hofstra University,
- is insured under the Life plan prior to retirement, and
- does not return to work at Hofstra in any eligible class.

#### An eligible Class 2 retiree is

- -- an employee residing in the United States who:
- retires on or after age 60,
- has 10 or more years of service with Hofstra University,
- is insured under the Life plan prior to retirement, and
- does not return to work at Hofstra in any eligible class.

**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 non-medical 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** – Hofstra University

**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.

## **Applicable to Active Employees**

### WAIVER OF PREMIUM DISABILITY BENEFIT RIDER

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

Group Policy Number: 62797-6-LIFENY
Policyholder: Hofstra University
Rider Number: RB-14364a
Effective Date: January 1, 2004

### 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 70th 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 70.

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.

Joy M. Benney

## **Applicable to Active Employees**

### ACCELERATED LIFE BENEFIT RIDER

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

Group Policy Number: 62797-6-LIFENY
Policyholder: Hofstra University
Rider Number: RB-14364b
Effective Date: January 1, 2004

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 6 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 Basic Life Insurance in force, or \$100,000 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 6 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 selfinflicted 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 premium is reduced based upon the remaining amount of your Life Insurance benefit. Such premium must be paid, unless waived, to keep your 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.

Joy M. Benny

## **Applicable to Active Employees**

### **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: 62797-6-LIFENY Policyholder: Hofstra University

Rider Number: RB-14364c

Effective Date: January 1, 2012, except otherwise shown below

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 Full Amount of AD&D Insurance

Eligible Employees In Classes 2\* and 3

Effective January 1, 2012 \$275,000 Effective January 1, 2014 \$300,000

### \*For Class 2, Basic AD&D Insurance Only:

Beginning on and after your 65th birthday, we decrease the amount of your Basic 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 45%.
- From your 75th birthday to age 80, we pay 30%.
- From your 80th birthday and after, we pay 20%.

Effective April 1, 2008, the above reduction schedule is not applicable.

#### **Benefit**

We pay an Accidental Death and Dismemberment (AD&D) benefit if you lose your life, limb, sight, or speech or hearing 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  $\frac{1}{2}$  of the Full Amount, we pay no more than  $\frac{1}{2}$  of the Full Amount for the next loss.

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.

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.

### **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.

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.

**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.

#### 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.

Joy M. Benny Secretary

The Summary Plan Description on the following pages is provided to you at the request Policyholder. It is not a part of the insurance certificate.	of the

For a Plan of Insurance Underwritten by ReliaStar Life Insurance Company of New York P.O. Box 9004
Woodbury, New York 11797

### Plan Name, Number and Name and Address of Policyholder:

Hofstra University Group Life Plan 205 Hofstra University, Human Resource Center Hempstead, New York 11549 62797-6-LIFENY

### Name, Address, and Telephone Number of the Plan Administrator:

Director of Human Resources Hofstra University Group Life Plan 205 Hofstra University, Human Resource Center Hempstead, New York 11549 516-463-6859

#### **Identification Numbers**

IRS Employer Identification Number: 11-1630906

Plan Number: 504

Agent for Legal Process: Plan Administrator

Trustees: None

### Collective Bargaining or Multiple-Employer Agreements under which Plan is Established:

Documents on file at Plan Administrator's Office.

Type of Administration: Records maintained by Policyholder.

Premium Payments: Policyholder pays premium for Basic Life and Basic AD&D Insurance. Employee

pays premium for Supplemental Life Insurance.

Plan Year: January 1 through December 31.

Claim Procedures: Please refer to CLAIM PROCEDURES section(s).

Statement of ERISA Rights: Please refer to STATEMENT OF ERISA RIGHTS page.

Eligibility and Circumstances Limiting Eligibility: As described in the Certificate of Insurance.

**Type of Plan:** As described in the Certificate of Insurance.

Benefits in Plan: As described in the Certificate of Insurance.

Amendment or Termination of Plan: The Policyholder makes no promise to continue these benefits in the future and rights to future benefits will never vest. Retirement does not give any retiree any vested right to continue plan benefits. The Policyholder reserves the right to amend, modify, revoke or terminate the plan, in whole or part, at any time.

ReliaStar Life Insurance Company of New York's Group Policy may be amended or terminated as set forth in the Group Policy.

Benefits, Rights, and Obligations after Termination: As described in the Certificate of Insurance.

### **CLAIM PROCEDURES FOR LIFE INSURANCE**

- 1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
- 2. ReliaStar Life Insurance Company of New York will process the claim and make payment or issue a denial notice.
- 3. Written notice of denial of a claim will be furnished to the claimant within 90 days after receipt of the claim. An extension of 90 days will be allowed for processing the claim if special circumstances are involved. The claimant will be given notice of any such extension. The notice will state the special circumstances involved and the date a decision is expected.
- 4. The notice of denial will be written in an understandable manner and include the following:
  - a. The specific reason(s) for the denial.
  - b. Specific reference to the provision which forms the basis of the denial.
  - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
  - d. An explanation of the claim review procedure.
- 5. The claimant may request an appeal at any time during the 60-day period following receipt of the notice of denial of the claim.
- 6. ReliaStar Life Insurance Company of New York will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal the claimant also has the right, upon request and free of charge, to access and copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, review relevant documents and submit to ReliaStar Life Insurance Company of New York written comments, documents, records, and other information relating to the claim. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life Insurance Company of New York.
- 7. ReliaStar Life Insurance Company of New York will provide the claimant with a written decision of the final determination of the claim. This decision will be written in an understandable way, will state the specific reason(s) for the decision, and will make specific reference to the provision on which the decision is based. This decision will be issued as soon as practicable from the date of appeal, but no longer than 60 days unless an extension is needed. An extension of 60 days will be allowed for making this decision if special circumstances are present. The claimant will be given notice if this extension is necessary. If the decision on review is not received within these time limits, the claim may be considered denied.
- 8. ReliaStar Life Insurance Company of New York has final discretionary authority to determine all questions of eligibility and status and to interpret and construe the terms of this policy(ies) of insurance.

### CLAIM PROCEDURES FOR TOTAL AND PERMANENT DISABILITY

#### AND WAIVER OF PREMIUM DISABILITY BENEFIT RIDER

- 1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
- 2. ReliaStar Life Insurance Company of New York will process the claim and make payment or issue a denial notice.
- 3. Written notice of denial of a claim will be furnished to the claimant within 45 days after receipt of the claim. Up to two extensions of 30 days each will be allowed for processing the claim for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice of any such extension. The notice will state the special circumstances involved, or the additional information needed from the claimant, if any, and the date a decision is expected.
- 4. The notice of denial will be written in an understandable manner and include the following:
  - a. The specific reason(s) for the denial.
  - b. Specific reference to the provision, internal rule, guideline or protocol which forms the basis of the denial.
  - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
  - d. An explanation of the claim review procedure.
- 5. The claimant may request an appeal at any time during the 180-day period following receipt of the notice of denial of the claim.
- 6. ReliaStar Life Insurance Company of New York will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal the claimant also has the right, upon request and free of charge, to access and copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, review relevant documents and submit to ReliaStar Life Insurance Company of New York written comments, documents, records, and other information relating to the claim. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life Insurance Company of New York.
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### CLAIM PROCEDURES FOR WAIVER OF PREMIUM DISABILITY BENEFIT

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  - a. The specific reason(s) for the denial.
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- 8. ReliaStar Life Insurance Company of New York has final discretionary authority to determine all questions of eligibility and status and to interpret and construe the terms of this policy(ies) of insurance.

### STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Office of Participant Assistance, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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