Group Long Term Disability Insurance Certificate

Hofstra University – Class 1
IMPORTANT NOTICES

If you reside in one of the following states, please read the important notices below:

Arizona, Florida and Maryland residents:

The group policy is issued in the state of New York and will be governed by its laws. If you reside in a state other than New York, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.

New Mexico residents:

This type of plan is NOT considered "minimum essential coverage" under the Affordable Care Act (ACA) and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a federal tax penalty. Please consult your tax advisor.

TL-00-6000a.NM

Texas residents:

IMPORTANT NOTICE: To obtain information or make a complaint:

You may call Life Insurance Company of North America toll free telephone number for information or to make a complaint at: 1-800-547-5515

You may also write to Life Insurance Company of North America at:

Cigna Consumer Advocacy
Attn: Meredith A. Long
25600 North Norterra Drive
Phoenix, AZ  85085-8201
Email: CGIConsumerAdvocacy@cigna.com
Fax: 646-706-4296

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: http://www.tdi.state.tx.us
Email:ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Life Insurance Company of North America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
AVISO IMPORTANTE: Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Life Insurance Company of North America para información o para someter una queja al: **1-800-547-5515**

Usted también puede escribir a Life Insurance Company of North America al:

Cigna Consumer Advocacy  
Attn: Meredith A. Long  
25600 North Norterra Drive  
Phoenix, AZ 85085-8201  
Email: CGIConsumerAdvocacy@cigna.com  
Fax: 646-706-4296

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al: **1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax (512) 475-1771  
Web: http://www.tdi.state.tx.us  
Email: ConsumerProtection@tdi.state.tx.us

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Life Insurance Company of North America primero. Si no resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas (TDI, por sus siglas en inglés).

TL-004426a
FOREWORD

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

The need for disability insurance protection depends on individual circumstances and financial situations. Your Employer is offering you the opportunity to purchase this insurance to make your benefit program more comprehensive and responsive to your needs.

The following pages describe the main provisions of the group disability insurance plan available to you.

Any insurance benefit described in the following pages will apply to you only if you have elected that benefit and have authorized payroll deduction for the required premium.
We, the CIGNA LIFE INSURANCE COMPANY OF NEW YORK, certify that we have issued a Group Policy, NYK-960286, to Hofstra University.

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.

William J. Smith, President
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SCHEDULE OF BENEFITS

Policy Effective Date: January 1, 2016
Certificate Effective Date: January 1, 2022
Policy Anniversary Date: January 1
Policy Number: NYK-960286

Eligible Class Definition:
All active, Full-time Employees of the Employer classified as members of Local 282, Local 553, Local 1102 and Local 153, regularly working a minimum of 35 hours per week.

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: The first of the month following one year of Active Service

Benefit Waiting Period 180 days

Disability Benefit The lesser of 60% of your monthly Covered Earnings rounded to the nearest dollar or your Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that you receive on your own behalf or for your dependents, or which your dependents receive because of your entitlement to Other Income Benefits.

Maximum Disability Benefit $6,000 per month.
Minimum Disability Benefit The greater of $100 or 10% of your Monthly Benefit prior to any reductions for Other Income Benefits.

Maximum Benefit Period
Age When Disability Begins Maximum Benefit Period*
Age 59 or under Your 65th birthday.
Age 60 or older The lesser of your 70th birthday or the date the 60th Monthly Benefit is payable.

* The Maximum Benefit Period will never be less than 12 months, provided Disability is continuous.
WHO IS ELIGIBLE

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

If you have previously converted your insurance under the Policy, you will not become eligible until the 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 Disability Insurance benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to you.

Except as noted in the Reinstatement Provision, if you terminate your coverage and later wish to reapply, or if you are a former Employee who is rehired, you must satisfy a new Eligibility Waiting Period.

You must be in Active Service throughout the Eligibility Waiting Period to be eligible for coverage. The Eligibility Waiting Period will be extended by the number of days you are not in Active Service.

WHEN COVERAGE BEGINS

If you are required to contribute to the cost of your insurance you may elect to be insured only by authorizing payroll deduction in a form approved by the Employer and us. The effective date of your insurance depends on the date coverage is elected.

If you elect coverage within 31 days after you become eligible, your insurance is effective on the latest of the following dates.
1. The Policy Effective Date.
2. The date you authorized payroll deduction for this insurance.
3. The date the completed enrollment request is received by the Employer or us.

If your enrollment request is received more than 31 days after you are eligible to elect coverage, insurance is effective on the date we agree in writing to insure you. We will require you to satisfy the Insurability Requirement before we agree to insure you.

If you are not in Active Service on the date your insurance would otherwise be effective, it will be effective on the date you return to Active Service.

WHEN COVERAGE ENDS

Your insurance ends on the earliest of the dates below.
1. The date you are eligible for coverage under a plan intended to replace this coverage.
2. The date the Policy is terminated.
3. The date you no longer qualify under your Class Definition.
4. The day after the period for which premiums are paid.
5. The date you are no longer in Active Service.
CONTINUATION OF INSURANCE

This provision modifies the When Coverage Ends provision to allow insurance to continue under certain circumstances if you are no longer in Active Service. Insurance that is continued under this provision is subject to all other terms of the When Coverage Ends provisions.

Your Disability Insurance will continue if your Active Service ends because of a Disability for which benefits under the Policy are or may become payable. Your premiums will be waived while Disability Benefits are payable. If you do not return to Active Service, this insurance ends when your Disability ends or when benefits are no longer payable, whichever occurs first.

If your Active Service ends due to an approved leave pursuant to the Family and Medical Leave Act (FMLA), insurance will continue up to the later of the period of your approved FMLA leave or the leave period required by law in the state in which you are employed. Premiums are required for this coverage.

If your Active Service ends due to sabbatical leave of absence approved in writing by the Employer prior to the date the Employee ceases work, insurance will continue for you for up to 24 months. Premiums are required for this coverage. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If your Active Service ends due to any other leave of absence approved in writing by the Employer prior to the date the Employee ceases work, insurance will continue for you for up to 12 months. Premiums are required for this coverage. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If your Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer’s reporting requirements for such short term absence, your insurance will continue until the earlier of:
   a. the date your employment relationship with the Employer terminates;
   b. the date premiums are not paid when due;
   c. the end of the 30 day period that begins with the first day of such excused absence;
   d. the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this policy, if your Active Service ends due to layoff, termination of employment or any other termination of the employment relationship, insurance will terminate and continuation of insurance under this provision will not apply.

If your insurance is continued pursuant to this When Coverage Continues provision, and you become Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Benefit Waiting Period is satisfied or the date you are scheduled to return to Active Service.
TAKEOVER PROVISION

This provision applies to you only if you are eligible under this Policy and were covered for long term disability coverage on the day prior to the effective date of this Policy under the prior plan provided by the Policyholder or by an entity that has been acquired by the Policyholder.

A. This section A applies to you if you are not in Active Service on the day prior to the effective date of this Policy due to a reason for which the Prior Plan and this Policy both provide for continuation of insurance. If required premium is paid when due, we will insure an Employee to which this section applies against a disability that occurs after the effective date of this Policy for the affected employee group. This coverage will be provided until the earlier of the date: (a) you return to Active Service, (b) continuation of insurance under the Prior Plan would end but for termination of that plan; or (c) the date continuation of insurance under this Policy would end if computed from the first day you were not in Active Service. The Policy will provide this coverage as follows:

1. If benefits for a disability are covered under the Prior Plan, no benefits are payable under this Plan.
2. If the disability is not a covered disability under the Prior Plan solely because the plan terminated, benefits payable under this Policy for that disability will be the lesser of: (a) the disability benefits that would have been payable under the Prior Plan; and (b) those provided by this Policy. Credit will be given for partial completion under the Prior Plan of Benefit Waiting Periods.

B. The Benefit Waiting Period under this Policy will be waived for a Disability which begins while you are insured under this Policy if all of the following conditions are met:

1. The Disability results from the same or related causes as a Disability for which monthly benefits were payable under the Prior Plan;
2. Benefits are not payable for the Disability under the Prior Plan solely because it is not in effect;
3. The Benefit Waiting Period would not apply to the Disability if the Prior Plan had not ended;
4. The Disability begins within 6 months of your return to Active Service and your insurance under this Policy is continuous from this Policy’s Effective Date.

Benefits will be determined based on the lesser of: (1) the amount of the gross disability benefit under the Prior Plan and any applicable maximums; and (2) those provided by this Policy.

If benefits are payable under the Prior Plan for the Disability, no benefits are payable under this Policy.

TY-005108
DESCRIPTION OF BENEFITS
WHAT IS COVERED

Disability Benefits
If you become Disabled, as we define the term in the Definitions section, while you are covered under the
Policy, we will pay you Disability Benefits. After you are Disabled, you must satisfy the Benefit Waiting
Period and be under the care and treatment of a Physician. Also, we ask you to provide us with
satisfactory proof of your Disability, at your expense, before benefits will be paid.

We will require continued proof of your Disability for benefits to continue.

Benefit Waiting Period
The Benefit Waiting Period is the period of time you must be continuously Disabled before Disability
Benefits may be payable. Your Benefit Waiting Period is shown in the Schedule of Benefits.

We will not require you to satisfy the Benefit Waiting Period if benefits were payable to you under a Prior
Plan on the Policy Effective Date and you return to Active Service within 6 months after this Effective
Date and are Disabled again within 14 days. Your later period of Disability must be caused by the same
or related causes for your Benefit Waiting Period to be waived.

Termination of Your Disability Benefits
Your Disability Benefits will end on the earliest of the dates listed below.
1. The date you earn more than the percentage of your Indexed Covered Earnings which is used to
determine if you are Disabled
2. The date we determine you are no longer Disabled
3. The date the Maximum Benefit Period ends
4. The date you die

Successive Periods of Disability
Once you are eligible to receive Disability Benefits under the Policy, separate periods of Disability
resulting from the same or related causes are a continuous period of Disability unless you return to Active
Service for more than 6 consecutive months.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes, or
your later Disability occurs after your coverage under the Policy ends.

The Successive Periods of Disability provision will not apply if you are eligible for coverage under a plan
that replaces the Policy.

Disability Benefit Calculation
Your Disability Benefit for any month Disability Benefits are payable to you is shown in the Schedule of
Benefits. We base our calculation of Disability Benefits on a 30 day period. Benefits will be prorated if
payable for any period less than a month.

Work Incentive Benefit
For the first 24 months you are eligible for a Disability Benefit, your Disability Benefit is as defined in
the Schedule of Benefits. If, for any month during this period, the sum of your Disability Benefit, your
current earnings and any additional Other Income Benefits exceed 100% of your Indexed Covered
Earnings, your Disability Benefit will be reduced by the excess amount.

After 24 months, your Disability Benefit is as shown in the Schedule of Benefits, reduced by 50% of your
current earnings received during any month you return to work. If the sum of your Disability Benefit,
your current earnings and any additional Other Income Benefits exceed 80% of your monthly Indexed
Covered Earnings, your Disability Benefit will be reduced by the excess amount.
If you are working for another employer on a regular basis when Disability begins, your earnings will include the amount of any increase in the amount you are earning from this work while you are Disabled.

We will, from time to time, review your status and will require satisfactory proof of earnings and continued Disability.

**Other Income Benefits**

While you are Disabled, you may be eligible for benefits from other income sources. If so, we reduce the Disability Benefits payable by the amount of such Other Income Benefits payable due to the same disability.

Other Income Benefits include:

1. any amounts you or your dependents, if applicable, receive (or are assumed to receive*) under:
   a. the Canada and Quebec Pension Plans;
   b. the Railroad Retirement Act;
   c. any local, state, provincial or federal government disability or retirement plan or law as it pertains to your Employer;
   d. any sick leave or salary continuation plan of your Employer;
   e. any work loss provision in any mandatory "No-Fault" auto insurance.

2. any Social Security disability or retirement benefits you or any third party receive (or are assumed to receive*) either on your behalf or for your dependents; or, if applicable, which your dependents receive (or are assumed to receive*) because of your entitlement to such benefits.

3. any retirement plan benefits funded by your Employer. "Retirement plan" means any defined benefit or defined contribution plan sponsored or funded by your Employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any Employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan.

4. any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance that applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, we will pay our pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

5. any amounts you or your dependents, if applicable, receive (or are assumed to receive*) under any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits.

6. any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

7. any wage or salary for work performed while Disability Benefits are payable, to the extent they exceed the amount allowed under the Work Incentive Benefit.

Dependents include your spouse and children or step-children.

*See the Assumed Receipt of Benefits provision.

**Increases in Other Income Benefits**

After we make the first deduction for any Other Income Benefits, any cost of living increases for Other Income Benefits, except for wage or salary, will not further reduce your Disability Benefit during a period of Disability.
Lump Sum Payments

Other Income Benefits or earnings that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated monthly over a five-year period.

If no specific allocation of a lump sum payment is made, we will assume the total payment is an Other Income Benefit.

Assumed Receipt of Benefits

We will assume you or your dependents, if applicable, are receiving Other Income Benefits if you are eligible to receive them. We will estimate the amount of these assumed benefits on the basis of what you may be eligible to receive.

We will not assume your receipt of Other Income Benefits if you give us proof of the following events.
1. Application was made for these benefits.
2. Reimbursement Agreement is signed by you.
3. Any and all appeals were made for these benefits, or we have determined further appeals will not be successful.
4. Payments were denied.

We will not assume you have received, nor will we reduce your Disability Benefits by, any elective, actuarially reduced, or early retirement benefits under such laws until you actually receive them.

Social Security Assistance

We will, at our own discretion, assist you in applying for Social Security Disability Income (SSDI) benefits. Disability Benefits will not be reduced by your assumed receipt of SSDI benefits while you participate in the Social Security Assistance Program.

We may require you to file an appeal if we believe a reversal of a prior decision is possible. If you refuse to participate in, or cooperate with, the Social Security Assistance Program, we will assume receipt of SSDI benefits until you give us proof that you have exhausted all the administrative remedies available to you.

Minimum Benefit

We will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

Recovery of Overpayment

If we overpay your benefits, we have the right to recover the amount overpaid by either requesting you to pay the overpaid amount in a lump sum or by reducing any amounts payable to you by the amount due. If there is an overpayment due when you die, we will reduce any benefits payable under the Policy to recover the overpayment.
ADDITIONAL BENEFITS

Rehabilitation During a Period of Disability
If we determine that you are a suitable candidate for rehabilitation, we may require you to participate in a Rehabilitation Plan. We have the sole discretion to approve your participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan.

The Rehabilitation Plan may, at our discretion, allow for payment of your medical expense, education expense, moving expense, accommodation expense or family care expense while you participate in the program.

If you fail to fully cooperate in all required phases of the Rehabilitation Plan without Good Cause, no Disability Benefits will be paid, and insurance will end.

Conversion Privilege for Disability Insurance Benefits
If an Employee’s insurance ends because employment with the Employer ends, or an Employee is laid off or on an uninsured leave of absence, he or she may be eligible for conversion insurance.

To be eligible, an Employee must have been insured for Disability Benefits and actively at work for at least 12 straight months. An Employee must apply for conversion insurance within 62 days after insurance under this Policy ends or within 31 days of the date notice is given to apply for a converted policy or certificate, whichever is later. In no event will the conversion period be extended beyond 105 days from the date insurance ends.

The benefits of the conversion plan will be those benefits offered at the time the Employee applies. The premium will be based on the rates in effect for conversion plans at that time.

Conversion insurance is not available if any of the following conditions apply:
1. the Employee is retired or age 70 or older;
2. the Employee is not in Active Service because of Disability;
3. the Policy is canceled for any reason;
4. the Employee is no longer in a Class of Eligible Employees, but is still employed by the Employer.

Survivor Benefit
We will pay a Survivor Benefit if you die while Disability Benefits are payable to you for a continuous period of Disability. The Survivor Benefit will equal 100% of the sum of the last full Disability Benefit payable to you plus any current earnings by which the Disability Benefit was reduced for that month. A single lump sum payment equal to 3 monthly Survivor Benefits will be payable.

Benefits will be paid according to the To Whom Payable section of the Claim Provisions.
WHAT IS NOT COVERED

We will not pay any Disability Benefits for a Disability that results, indirectly or directly, from:

1. suicide, attempted suicide, or self-inflicted injury.
2. war or any act of war, whether or not declared.
3. an Injury or Sickness that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. An Injury or Sickness that occurs while engaged in Reserve or National Guard training is not excluded until training extends beyond 31 days.

We will not pay Disability Benefits for a Disability that results directly from the commission of a felony or attempted felony.

We will not pay Disability Benefits for any period of Disability during which you:

4. are incarcerated in a penal or corrections institution.
5. are not receiving Appropriate Care.
6. fail to cooperate with us in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit due.
7. refuse to participate in rehabilitation efforts as required by us.

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 Employer is required to cooperate with us in the review of claims and applications for coverage. Any information we provide to the Employer in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.
Proof of Loss
Written proof, or proof by any other electronic/telephonic means authorized by us, that Disability continues and of Appropriate Care by, or regular attendance by a Physician must be given to us at intervals required by us. Within 30 days of a request, such proof of continued Disability must be furnished to us.

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
Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which we are liable, will be paid at that time.

To Whom Payable
Any benefits that are payable for Disability will be paid to you. If any person to whom benefits are payable is a minor or, in our opinion, is not able to give a valid receipt, such payment will be made to their legal guardian.

If you die while any Disability Benefits remain unpaid, we may, at our option, make direct payment to the first surviving class of the following living relatives: spouse, children, parents, brothers and sisters; or to the executors or administrators of your estate. We may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release us from all liability for any payment made.

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.
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.

Your Grace Period
If your required premium is not paid on the Premium Due Date, there is a 31 day grace period after each
premium due date after the first. If the required premium is not paid during the grace period, insurance
will end on the last day for which premium was paid.

Reinstatement of Insurance
Your insurance may be reinstated if it ends because you are on an unpaid leave of absence. If your Active
Service ended due to an approved leave pursuant to the Family and Medical Leave Act (FMLA) and
Continuation of Insurance is not applicable, your insurance may be reinstated at the conclusion of the
FMLA leave.

If your Active Service ends due to an Employer approved unpaid leave of absence, other than an
approved FMLA leave, insurance may be reinstated only:
1. If the reinstatement occurs within 6 months from the date insurance ends, or
2. When returning from military service pursuant to the Uniformed Services Employment Act of
   1994 (USERRA).

For insurance to be reinstated the following conditions must be met:
1. You must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. We must receive a written request for reinstatement within 31 days from the date you return to
   Active Service.

Reinstated insurance will be effective on the date you return to Active Service. If you did not fully satisfy
the Eligibility Waiting Period or the Pre-Existing Condition Limitation (if any) before insurance ended
due to an unpaid leave of absence, credit will be given for any time that was satisfied.

TY-010030

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 Employee 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 certificate holders by their
certificates or by law.

Incontestability
All statements made by the Policyholder, or by an Employee 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 Employee'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.
Misstatement of Age
If your age has been misstated, we will adjust all benefits to the amounts that would have been purchased for the correct age.

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 no 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 Employee.

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

**Active Service**

If you are an Employee, you are in Active Service on a day which is one of your Employer's scheduled work days if either of the following conditions are met.

1. You are actively at work. This means you are performing your regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.

You are in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

**Appropriate Care**

Appropriate Care means you:

1. Have received treatment, care and advice from a Physician who is qualified and experienced in the diagnosis and treatment of the conditions causing Disability. If the condition is of a nature or severity that it is customarily treated by a recognized medical specialty, the Physician is a practitioner in that specialty.
2. Continue to receive such treatment, care or advice as often as is required for treatment of the conditions causing Disability.
3. Adhere to the treatment plan prescribed by the Physician, including the taking of medications.

**Consumer Price Index (CPI-W)**


**Covered Earnings**

Covered Earnings means your annual wage or salary as reported by the Employer for work performed for the Employer as in effect just prior to the date your Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month coinciding with or following the change, if the Employer gives us written notice of the change and the required premium is paid.

It does not include any amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in your Covered Earnings will not be effective during a period of continuous Disability.

**Disability/Disabled**

For purposes of coverage under the Policy, you will be considered Disabled if, because of Injury or Sickness, you are unable to perform the material duties of your regular occupation, and solely due to Injury or Sickness, you are unable to earn more than 80% of your Indexed Covered Earnings.

After Disability Benefits have been payable for 24 months, you will be considered Disabled if your Injury or Sickness makes you unable to perform the material duties of any occupation for which you may reasonably become qualified based on education, training or experience, and solely due to Injury or Sickness, you are unable to earn more than 80% of your Indexed Covered Earnings.
Employee
For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees." Otherwise, you are an Employee if you are an employee of the Employer who is insured under the Policy.

Employer
The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Employer as actions of the Insurance Company.

Full-time
Full-time means the number of hours set by the Employer as a regular work day for Employees in your eligibility class.

Furlough
Furlough means a temporary suspension or alteration of Active Service initiated by the Employer, for a period of time specified in advance not to exceed 30 days at a time.

Good Cause
A medical reason preventing participation in the Rehabilitation Plan or in a Transitional Work Arrangement. Satisfactory proof of Good Cause must be provided to us.

Indexed Covered Earnings
For the first year you are Disabled, your Indexed Covered Earnings will be equal to your Covered Earnings. After you have been Disabled for 1 year, your Indexed Covered Earnings will be your Covered Earnings plus an increase applied on each annual anniversary of the date you became Disabled. The amount of each increase will be the lesser of:
1. 10% of your Indexed Covered Earnings during the preceding year of Disability; or
2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

Injury
Any bodily harm, including all related conditions and recurring symptoms of the injuries, that results directly or indirectly from an accident and independently of all other causes.

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 Employer in effect directly prior to the Policy Effective Date.

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

**Temporary Layoff**
Temporary Layoff means a temporary suspension of Active Service for a period of time determined in advance by the Employer, other than a Furlough as defined. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as termination of employment.

TY-005153-1 as modified by TY-010045
AMENDATORY RIDER
DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE

Policy No. NYK-960286 Effective Date: January 1, 2016

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

A. Domestic Partner/Civil Union Partner means any of the following:

1. A person with whom the Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner/Civil Union Partner marries another person.

2. A person who was legally married to the Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee and Domestic Partner/Civil Union Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
   a. the marriage has been terminated by legal process, or;
   b. either the Employee or the Domestic Partner/Civil Union Partner has entered into a valid marriage, civil union or domestic partnership under state law.

3. A person meeting all of the following requirements, with respect to an Employee:
   a. Shares a permanent residence with the Employee;
   b. Has resided with the Employee for at least 6 months and is expected to continue to reside with the Employee indefinitely;
   c. Has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee during the previous six months, and is the Employee’s sole Domestic Partner;
   d. Has signed a Domestic Partner declaration with the Employee, if the Employee resides in a jurisdiction which provides for Domestic Partner declarations;
   e. Has not signed a Domestic Partner declaration with any other person within the last 6 months;
   f. Is interdependent with the Employee in three or more of the following ways:
      1. Both partners are registered under any municipal ordinance as domestic partners.
      2. Both partners are jointly parties to a lease, mortgage or deed.
      3. Both partners jointly own one or more motor vehicles.
      4. Both partners jointly own one or more bank or credit accounts.
      5. The Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
      6. The Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
      7. The Employee has designated the Domestic Partner as beneficiary of the Employee’s will.
      8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.
g. Is not so closely related by blood to the Employee as to prohibit legal marriage in their state of residence;

h. Is no less than 18 years of age.

The Employee and Domestic Partner must furnish the Employer and Insurance Company with a signed declaration that the above requirements are met, and an agreement to notify the Employer and Insurance Company if the requirements cease to be met, on a form acceptable to the Employer and Insurance Company.

B. The Survivor Benefit is modified in the Policy and Certificate as follows:

1. All references to the term “Spouse” are replaced by "Spouse or Domestic Partner/Civil Union Partner" except for the following references:
   a. The first reference to “Spouse” in the Survivor Benefit text is changed to “Spouse, or Domestic Partner/Civil Union Partner” if there is no Spouse”.
   b. The text pertaining to the definition of “Spouse” remains unchanged.

C. Survivor benefits will be payable as follows: (1) to the Employee’s spouse or Domestic Partner/Civil Union Partner; (2) if there is none, in equal shares to the Employee’s surviving Children; or (3) if there is none, to the Employee’s estate.

D. A child of a Domestic Partner/Civil Union Partner may only be eligible for benefits if:
   a. the child is primarily dependent on the Employee for financial support;
   b. the Employee has a legal obligation of support of the child; or
   c. the Employee is the child’s legal guardian.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

CIGNA LIFE INSURANCE COMPANY OF NEW YORK

William J. Smith, President

TY-008926
Cigna LIFE INSURANCE COMPANY OF NEW YORK
MODIFICATION RIDER

Effective Date of Rider: March 9, 2018

This Rider modifies the Disability Insurance of your the Group Policy.

Classes of Employees to which this Rider applies: All Employees

The Company and the Policyholder hereby agree that the Policy and Certificate are amended as follows:

ADDITIONAL BENEFIT FOR DISABILITY INSURANCE

TAX SHELTERED ANNUITY CONTRIBUTION BENEFIT

The Insurance Company will pay a monthly Tax Sheltered Annuity Contribution Benefit not greater than the Monthly Tax Sheltered Annuity Contribution Benefit Maximum on behalf of the Disabled Insured to the individual annuity policy established under Section 403(b) of the Internal Revenue Code by the Employer for the benefit of the Insured.

Tax Sheltered Annuity Contribution Benefits are only payable for eligible Insureds who have been a participant in the Employer Sponsored Tax Sheltered 403(b) Annuity Plan for at least 12 months before the Insured’s Total Disability began and will begin when Disability Benefits begin.

The benefit for any month will be the least of the following amounts:

1. The Tax Sheltered Annuity Contribution Percentage of the Insured’s monthly Covered Earnings.
3. The maximum amount that can be contributed to the Tax Sheltered Annuity Plan under the Internal Revenue Code.

Permitted contributions to tax-qualified annuities are subject to limits under the Internal Revenue Code. The Insurance Company does not assume responsibility that this benefit does not exceed those limits. Where the Insurance Company is advised by the plan administrator that this benefit must be reduced to comply with Internal Revenue Code limits, the Insurance Company will reduce this benefit to the maximum amount permitted by those limits.
Termination
The Insured’s Tax Sheltered Annuity Contribution Benefit will terminate on the earliest of:

1. the date the Insured is no longer eligible to receive Total Disability Benefits;
2. the date of the Insured’s death;
3. the date the Insured is no longer an eligible participant in his or her Employer Sponsored 403 (b) Plan;
4. the date the Insured’s Employer Sponsored Tax Sheltered 403 (b) Annuity Plan is frozen or terminated;
5. the date the Insured’s Maximum Benefit Period is reached;
6. the date the Insured receives the first payment from his or her Tax Sheltered Annuity policy; or
7. the date the Insured does not provide proof that he or she continues to be Totally Disabled as required.

Cigna Life Insurance Company of New York

FOR THE COMPANY

William J. Smith, President
SUPPLEMENTAL INFORMATION
for
Group Long Term Disability Insurance
required by the Employee Retirement
Income Security Act of 1974

As a Plan participant in Hofstra University's Insurance Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).

You should refer to the attached Certificate for a description of when you will become eligible under the Plan, the amount and types of benefits available to you, and the circumstances under which benefits are not available to you or may end. The Certificate, along with the following Supplemental Information, makes up the Summary Plan Description as required by ERISA.

IMPORTANT INFORMATION ABOUT THE PLAN

• The Plan is established and maintained by Hofstra University, the Plan Sponsor.

• The Employer Identification Number (EIN) is 11-1630906.

• The Plan Number is 501.

• The Insurance Plan is administered directly by the Plan Administrator with benefits provided, in accordance with the provisions of the group insurance contract, NYK-960286, issued by CIGNA LIFE INSURANCE COMPANY OF NEW YORK.

• The Plan Administrator is: Hofstra University
205 Human Resources Center
Hempstead, NY 11549
516-463-6859

• The Plan Administrator has authority to control and manage the operation and administration of the Plan.

• The Plan Sponsor may terminate, suspend, withdraw or amend the Plan, in whole or in part, at any time, subject to the applicable provisions of the Policy. (Your rights upon termination or amendment of the Plan are set forth in your Certificate.)

• The agent for service of legal process is the Plan Administrator.

• The Plan of benefits is financed by the Employer and Employees.

• The date of the end of the Plan Year is December 31.
WHAT YOU SHOULD DO AND EXPECT IF YOU HAVE A CLAIM

When you are eligible to receive benefits under the Plan, you must request a claim form or obtain instructions for submitting your claim telephonically or electronically, from the Plan Administrator. All claims you submit must be on the claim form or in the electronic or telephonic format provided by the Insurance Company. You must complete your claim according to directions provided by the Insurance Company. If these forms or instructions are not available, you must provide a written statement of proof of loss. After you have completed the claim form or written statement, you must submit it to the Plan Administrator.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. The Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company shall be final and binding on Participants and Beneficiaries to the full extent permitted by law.

The Insurance Company has 45 days from the date it receives your claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable to you in accordance with the terms and provisions of the Policy. The Insurance Company may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the Insurance Company must notify you in writing that its review period has been extended for up to two additional periods of 30 days (in the case of a claim for disability benefits), or one additional period of 90 days (in the case of any other benefit). If this extension is made because you must furnish additional information, these extension periods will begin when the additional information is received. You have up to 45 days to furnish the requested information.

During the review period, the Insurance Company may require a medical examination of the Insured, at its own expense; or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify you of the date and time of the examination and the physician’s name and location. It is important that you keep any appointments made since rescheduling examinations will delay the claim process. If additional information is required, the Insurance Company must notify you, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you will receive the appropriate benefit from the Insurance Company.

If your claim is denied, in whole or in part, you must receive a written notice from the Insurance Company within the review period. The Insurance Company’s written notice must include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for your claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit, identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, including a statement of your right to bring a civil action under Section 502(a) of ERISA if your appeal is denied.
**Appeal Procedure for Denied Claims**

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written request for appeal to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by the Insurance Company, a prompt and complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

The Insurance Company has 60 days from the date it receives your request to review your claim and notify you of its decision (45 days, in the case of any claim for disability benefits). Under special circumstances, the Insurance Company may require more time to review your claim. If this should happen, the Insurance Company must notify you, in writing, that its review period has been extended for an additional 60 days (45 days in the case of any claim for disability benefits). Once its review is complete, the Insurance Company must notify you, in writing, of the results of the review and indicate the Plan provisions upon which it based its decision.

**YOUR RIGHTS AS SET FORTH BY ERISA**

As a participant in Hofstra University's Insurance 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 Benefit 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 welfare benefit or exercising your rights under ERISA.
Enforce Your Rights

If your claim for a welfare 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. 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 Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit 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 Benefit Security Administration.
IMPORTANT CHANGES FOR STATE REQUIREMENTS

If you reside in one of the following states, please read the important changes below. The provisions of your certificate are modified for residents of the following states. The modifications listed apply only to residents of that state, and only when the underlying provision is included in the certificate.

Louisiana residents:
The percentage of Indexed Covered Earnings, if any, that qualifies an insured to meet the definition of Disability/Disabled may not be less than 80%.

Massachusetts residents:
Continuation of Insurance after leaving the group
If you leave the group covered under the Policy, insurance for you will be continued until the earliest of the following dates:
1. 31 days from the date you leave the group;
2. The date you become eligible for similar benefits.

Continuation of Insurance due to a Plant Closing or Partial Closing
If you leave the group due to termination of employment resulting from a Plant Closing or Partial Closing, insurance for you will be continued until the earliest of the following dates:
1. 90 days from the date of the Plant Closing or Partial Closing;
2. The date you become eligible for similar benefits.

Definitions: For purposes of this provision:

Plant Closing means a permanent cessation or reduction of business at a facility which results or will result as determined by the director in the permanent separation of at least 90% of the employees of said facility within a period of six months prior to the date of certification or with such other period as the director shall prescribe, provided that such period shall fall within the six month period prior to the date of certification.

Partial Closing means a permanent cessation of a major discrete portion of the business conducted at a facility which results in the termination of a significant number of the employees of said facility and which affects workers and communities in a manner similar to that of Plant Closings.

Minnesota residents:
The Pre-existing Condition Limitation, if any, may not be longer than 24 months from the insured’s most recent effective date of insurance.

Texas residents:
Any provision offsetting or otherwise reducing any benefit by an amount payable under an individual or franchise policy will not apply.

Washington residents:
The following definition of “Children” as stated under the Survivor Benefit is applicable to Washington residents.

“Children” means as Employee’s children under age 26 who are chiefly dependent upon the Employee for support and maintenance.
UNDERWRITTEN BY:
CIGNA LIFE INSURANCE COMPANY OF NEW YORK
a Cigna company

Class 1
11/2021