

**Group Life  
Insurance Certificate**

The Trustees of Columbia University in the City of  
New York



## **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.**



## **CLAIM PAYMENT NOTICE**

### **MANNER OF PAYMENTS OF CLAIMS**

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

### **DRAFT ACCOUNTS**

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



## **FOREWORD**

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

The need for life insurance protection depends on individual circumstances and financial situations. 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 term life 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.





**CIGNA LIFE INSURANCE COMPANY OF NEW YORK**  
140 EAST 45TH STREET  
NEW YORK, NY 10017-3144  
(800) 732-1603 TDD (800) 336-2485  
**A STOCK INSURANCE COMPANY**

**GROUP INSURANCE  
CERTIFICATE**

We, the CIGNA LIFE INSURANCE COMPANY OF NEW YORK, certify that we have issued a Group Policy, FLY-980017, to The Trustees of Columbia University in the City of New York.

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

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

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

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

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



Matthew G. Manders, President



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## SCHEDULE OF BENEFITS

**Policy Effective Date:** April 1, 2017

**Policy Anniversary Date:** January 1

**Policy Number:** FLY-980017

### **Class Definition**

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

Terminated Employees with portability coverage as on file with the Employer and Insurance Company, who were insured under the Prior Plan as of April 1, 2017.

### **Your Eligibility Waiting Period**

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

If you were hired on or before the Policy Effective Date: No Waiting Period.

If you were hired after the Policy Effective Date: No Waiting Period.

## **LIFE INSURANCE BENEFITS**

If an Insured is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the first date the Insured is in Active Service on or after the date of the change in class.

### **Employee Benefits**

Amount of Insurance Amount of Portability of Life Insurance as on file with the Employer and the Insurance Company.

Maximum Benefit Period To Age 99

### **Spouse or Domestic Partner Benefits**

Amount of Insurance Amount of Portability of Life Insurance as on file with the Employer and the Insurance Company.

Maximum Benefit Period To Age 99

### **Dependent Child Benefits**

Amount of Insurance Amount of Portability of Life Insurance as on file with the Employer and the Insurance Company.

Maximum Benefit Period To Age 70

## WHO IS ELIGIBLE

### **Classes of Eligible Persons**

A person may be insured only once under the Basic Life portion of the Policy even though he or she may be eligible under more than one class. A person may also be insured only once under the Voluntary Life portion of the Policy as an Employee, Spouse or Dependent child, even though he or she may be eligible under more than one class.

A person may be insured only once under the Policy as an Employee, Spouse or Dependent Child, even though he or she may be eligible under more than one class.

### **Employee**

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

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

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

### **Spouse**

Your Spouse is eligible to be insured on the date you are eligible or the date he or she becomes your Spouse, if later. You must be insured for Voluntary Life Insurance in order to elect spouse coverage.

For eligibility purposes, your Spouse must be a lawful Spouse and not legally separated from, divorced from, or widowed by you.

### **Dependent Child**

Your Dependent Child is eligible to be insured on the date you are eligible or the date the child becomes a Dependent Child, if later.

In no event will a Dependent Child be eligible to be insured more than once under the Policy.

## WHEN COVERAGE BEGINS

You, your Spouse and Dependent Children will be insured on the date we agree in writing to provide this coverage. We will require you and your Spouse to satisfy the Insurability Requirement before we agree to insure you.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date he or she qualifies as a Dependent Child.

If an eligible Spouse or Dependent Child is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
  2. confined to his or her home under the care of a Physician
- on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage. This does not apply to a Dependent Child who is age 6 months or less.

TY-005155-2

### **Takeover Provision**

*Special Terms Applicable to Previously Insured Employees Not in Active Service and Their Dependents*

Coverage will not go into effect for you, or your Spouse and Dependent Children unless you are in Active Service on the date you would have first become eligible to be insured under this Policy.

However:

1. if you, and your Spouse or Dependent Children were insured under a Prior Plan on the date immediately prior to the date you would have first become eligible to be insured under this Policy and had satisfied the Active Service requirement, and
  2. if you, your Spouse or Dependent Child die,
- we agree to provide a Death Benefit only equal to the lesser of:
- a. the amount due under this Policy (had you satisfied the Active Service requirement), or
  - b. the amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:

1. the date you meet the Active Service requirements;
2. the date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the date you first become eligible under this Policy; or
4. the last day you, your Spouse or Dependent Children would have been covered under the Prior Plan if coverage under that plan for you, your Spouse or Dependent Children was still in force.

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### **WHEN COVERAGE ENDS**

Coverage will end on the earliest of the following dates:

1. the date you are eligible for coverage under a plan intended to replace this coverage;
2. the date we terminate the Policy;
3. the date you, your Spouse or Dependent Children are no longer in an eligible class;
4. the date coinciding with the end of the last period for which required premiums are paid;
5. for an Employee, Spouse or Dependent Child, the date the Employer cancels participation under the Policy; and
6. the date your coverage ends, for any insured Spouse or Dependent Child.

TY-005156-1

## WHAT IS COVERED

### LIFE INSURANCE BENEFITS

#### **Death Benefit**

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

TY-005164

#### **Conversion Privilege for Life Insurance**

If coverage ends for any reason except non-payment of premium, any Insured may apply for a conversion policy of life insurance. You may also apply if your life insurance benefit is reduced due to a change in age, class or the Policy. Your insured Spouse may apply for a conversion policy of life insurance if his or her coverage ends or reduces at your death, or upon divorce or annulment of your marriage. If coverage for a Dependent Child ends or reduces at his or her attainment of the limiting age or at your death, he or she may apply for a conversion policy of life insurance. Conversion which becomes available due to a reduction in insurance will be permitted up to the amount of the reduction.

The Conversion Privilege is not activated when an Insured's Life Insurance Benefit is reduced due to payment of an Accelerated Benefit.

If coverage is continued under a Portability Option of the Policy, you may apply for a conversion policy of life insurance at any time while coverage is continued.

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

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

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

To apply for conversion insurance, you must submit an application to us and pay the required premium within 62 days after coverage under this Group Policy ends. Evidence of insurability is not required. Premium for the conversion insurance will be based on your age and class of risk and the type and amount of coverage issued.

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



### *Notice of Conversion*

You must be notified within 31 days before or after an event that results in termination, or reduction in your group life insurance, but if notice is given more than 31 days but less than 105 days after the event, the time period allowed for the exercise of the conversion privilege shall be extended to 45 days after giving notice. If such notice is not given within 105 days after the event, the time allowed for the exercise of the conversion privilege expires at the end of 105 days. Notice, for the purpose of this section, means written notice presented to you by the Policyholder or mailed to your last known address as reported by the Policyholder.

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

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## **CLAIM PROVISIONS**

### **Notice of Claim**

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

### **Claim Forms**

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

### **Claimant Cooperation Provision**

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

### **Insurance Data**

The 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**

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

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

### **Time of Payment**

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

**To Whom Payable**

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

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

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

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

**Change of Beneficiary**

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

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

**Physical Examination and Autopsy**

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

**Legal Actions**

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

**Time Limitations**

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

**Physician/Patient Relationship**

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

TY-005178-1

**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 your insurance ends because you are on an unpaid leave of absence.

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

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

Your reinstated insurance is effective on the date you return to Active Service if the required premium is paid. If you did not fully satisfy your Eligibility Waiting Period or Pre-Existing Condition Limitation before your insurance ended, you will receive credit for any time that was satisfied.

TY-005180-1

**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 certificateholders 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.

**Misstatement of Smoker Status**

**SMOKER STATEMENT:** If an Insured misstates his or her status as a non-Smoker an adjustment in premium will be made to reflect a Smoker's rate. If an Insured has misstated his or her status as a non-Smoker and he or she dies, the Life Insurance Benefit will be reduced to the amount of insurance, which the premium would have purchased had the Insured correctly stated his or her status.

**Workers' Compensation Insurance**

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

**Assignment**

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

**Ownership of Records**

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

TY-005182-1

**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 with the Employer on a day which is one of the 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 considered 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.

**Dependent Child**

An unmarried child who meets the following requirements.

1. A child 14 days of age but less than 19 years old and primarily supported by you;
2. A child who is 19 or more years old but less than 26 years old, enrolled in a school as a full-time student and primarily supported by you;
3. A child who is 19 or more years old, primarily supported by you and incapable of self-sustaining employment by reason of mental or physical incapacity.

The term "child" means:

- a. your natural child;
- b. your legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of your Spouse provided the child is living with, and is financially dependent upon you;
- c. a stepchild born to your Spouse and who is living with and financially dependent upon you;
- d. a child for whom you are the court-appointed legal guardian and who resides with, and is financially dependent upon you.

**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 as a regular work day for full-time employees as described in the Classes of Eligible Employees.

**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, the immediate family (including parents, children, siblings, or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of you or your spouse, or a person living in your household.

**Policy Anniversary**

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

**Policy Effective Date**

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

**Policyholder**

A Policyholder is an Employer who has applied for coverage under the policy for his eligible Employees and their Dependents.

**Prior Plan**

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

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

**Sickness**

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

**Spouse**

Your current lawful spouse.

TY-005153-2

**AMENDATORY RIDER**  
**DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE**

Policy No. FLY-980017  
Effective Date: April 1, 2017

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.

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 or Former 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 or Former Employee's will.
    8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.
  - g. Is not permitted to marry the Employee under the laws of their state of residence.
  - h. Is not so closely related by blood to the Employee or Former Employee as to prohibit legal marriage in their state of residence.
  - i. 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, at the time of enrollment.

All references in the policy to “Spouse” shall be changed to read “Spouse, Domestic Partner, and Civil Union Partner except as follows:

1. The definition of “Spouse” remains unchanged.
2. For purposes of any provision of the policy providing for payment of benefits to relatives of the Employee, a Domestic Partner/Civil Union Partner shall be included only if:
  - a. the Domestic Partner/Civil Union Partner meets the requirements of the definition of Domestic Partner/Civil Union Partner referenced in item 1 or 2, or;
  - b. the Employee and Domestic Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 3 within the definition of Domestic Partner are met.
3. A Domestic Partner/Civil Union Partner shall be deemed eligible to be enrolled for insurance on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner/Civil Union Partner;
  - b. the date that the Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner/Civil Union Partner may only be eligible to be insured 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.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee is changed by the following:

In the case of any person of the same sex as the Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee’s or Former Employee’s state of residence allows same-sex couples to marry.

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

A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

TY-008930



**STATE MODIFYING PROVISIONS AMENDMENT RIDER**

Policyholder: The Trustees of Columbia University in the City of New York

Policy No. FLY-980017

Amendment Effective Date: April 1, 2017

This amendment is attached to and made part of the Policy/Certificate specified above. Its provisions are intended to conform this Policy/Certificate to the laws of the state in which the insured resides.

The Policy delivered under the Group Policy are amended as follows:

**APPLICABLE TO CALIFORNIA RESIDENTS:**

**1. Conversion Privilege for Life Insurance**

Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

- a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
- b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
- c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
- d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

**NOTICE: FOR EMPLOYERS LOCATED IN CALIFORNIA, THEY MUST PROVIDE COVERAGE TO CALIFORNIA RESIDENTS WHO ARE IN A REGISTERED DOMESTIC PARTNERSHIP.**

**APPLICABLE TO FLORIDA RESIDENTS:**

The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

## **APPLICABLE TO MARYLAND RESIDENTS:**

The Group Insurance Policy was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

## **APPLICABLE TO MINNESOTA RESIDENTS:**

The following "Continuation of Life Insurance" provision is applicable to Minnesota residents if the Employer has a minimum of 25 Employees who reside in Minnesota, the Minnesota Employees represent at least 25% of all covered Employees under the Policy, and the Policy does not offer Portability.

**Continuation Of Life Insurance** – This provision shall not apply to the extent that the Policy provides for the right of Employees to continue insurance on a direct billed basis following termination of employment (Portability).

This provision shall apply with respect to Employees whose coverage under the Policy is terminated due to: (i) voluntary or involuntary termination or layoff from employment, for any reason other than gross misconduct; or (ii) reduction in hours such that the Employee is not eligible for insurance under the Policy. This provision shall only apply to Employees who, on such date, are Minnesota residents.

This provision shall also apply with respect to Employees whose coverage under the Policy's Takeover Provision ends, for any reason other than the Employee meeting the Policy's Active Service requirement.

For those *Employees subject to* this provision, life insurance coverage may be continued under the Policy for 18 months or until the date that the Employee becomes covered under another group policy, whichever is shorter. Coverage provided under this provision will also end if the Policy is terminated.

The premium required for continued coverage shall be the premium under the Policy applicable to the Employee's class and amount of coverage. The Employer may charge an additional amount, not to exceed 2% of such premium, for collecting premium contributions from former Employees. The Employer shall notify the Employee of the right to continue and the required premium contribution. The Employee may elect to continue within 60 days of termination by paying the required premium, and may continue coverage in force by paying the required premium, without demand, on a monthly basis, as of the first of each month, to the Employer. Coverage will end at the end of any month in which the Employee has failed to pay premium to the Employer.

If continued coverage remains in force at the end of the 18 month period, or on termination of the Policy, the Employee may choose any conversion right then available under the Policy.

In the event the Employee dies during the 60 day right to elect period without having become insured under another group policy, or dies while continued coverage is in force, the death benefit will be paid to the beneficiary chosen by the Employee under the terms of the Policy.

Continued coverage will include eligible dependents who were covered on the Employee's date of termination, provided the dependent remains eligible as a dependent of the Employee. In the event that the dependent ceases to be eligible, the dependent may choose any conversion right then available under the Policy.

**APPLICABLE TO MISSOURI RESIDENTS:**

Applicable to Voluntary Life Insurance Benefits

If an Insured commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

**APPLICABLE TO NORTH DAKOTA RESIDENTS:**

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

**APPLICABLE TO OREGON RESIDENTS:**

NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR OREGON RESIDENTS

**APPLICABLE TO VERMONT RESIDENTS:**

To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and Civil Union Partners.

1. Civil Union Partner means:
  - a. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.
2. Spouse means:
  - a. "Lawful spouse" and includes a lawful spouse of the same sex.
  - b. This also includes a partner to a civil union recognized under Vermont Law.

**APPLICABLE TO WASHINGTON RESIDENTS:**

1. The following *Continuation of Insurance* provision is added to the Policy:

**Continuation of Life Coverage During Labor Disputes**

If an Employee's Active Service ends because of a Labor Dispute and his or her premium for Life Insurance Benefits under the Policy is paid either by the Employer, in whole or in part, or by the Employee through payroll deductions, then the Employee may continue his or her Life Insurance Benefits. The Employer will send written notice of the right to continue coverage to each insured Employee at his or her most recent address as on file with the Employer.

To continue coverage, the Employee must pay premiums directly to the Employer, who will remit the premiums to the Insurance Company. Premiums must be paid by the date they are due, subject to the 31 day grace period. Policy coverages and premiums will stay the same during a Labor Dispute; however, the Insurance Company may make normal changes in premium rates when the Policy is renewed, under the terms set forth in the Policy.

Coverage continued in this manner will end on the earliest of the following dates.

- a. The date the Labor Dispute has ended.
- b.. The date coverage has been continued for 6 months.

If the Labor Dispute continues beyond 6 months, the Employee may apply for an individual insurance policy, as set forth in detail under "Conversion Privilege for Life Insurance."

"Labor Dispute," as used here, means a strike, lockout, or other labor dispute between the Employer and its Employees, during which time the Employee is not paid by the Employer.

2. If the Policy provides coverage to dependents, benefits for a Spouse or Dependent Child are limited to 100% of the insured Employee's coverage amount . Stand-alone Spouse and Dependent Child coverage (when Employee is not insured) is not permitted.
3. The *Suicide* Exclusion, if any, does not apply.
4. The *Incontestability Provision* is replaced as follows:

**Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested.

5. If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

**Domestic Partner** means a person with whom the Employee has a registered domestic partnership under Washington state law which imposes legal obligations on the parties substantially similar to marriage.

6. **NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR WASHINGTON RESIDENTS**

Please refer to your Certificate of Insurance which describes the benefit provisions and limitations applicable to you as a resident of this state.

Signed for the  
**CIGNA Life Insurance Company of New York**



Matthew G. Manders, President



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

Class 8  
07/2021

