



**New York Life Insurance Company**

– A Mutual Company Founded in 1845 –

51 Madison Avenue, New York, NY 10010

**GROUP INSURANCE CERTIFICATE RIDER**

to be attached to and made a part of the Certificate

**POLICYHOLDER**

TRUSTEES OF THE AMERICAN VETERINARY MEDICAL  
ASSOCIATION GROUP HEALTH AND LIFE INSURANCE TRUST

**POLICY NUMBER**

G-14885-0 (the "Policy")

**CONTRACT STATE**

ILLINOIS

**NEW YORK LIFE** agrees that the Certificate is changed, as of the later of September 1, 2005 or the INSURED MEMBER'S INSURANCE DATE, as follows:

Based upon the applicable residence of the INSURED MEMBER, the attached State Regulations page(s) is added to the Certificate and replaces the State Regulations page(s), if any, previously issued to the INSURED MEMBER.

Texas

Secretary

President

## TEXAS REGULATIONS

The following applies to Texas residents:

1. The following notice is added above the first provisions on the face page of the Policy and Certificate:

### NOTICE

DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID

THE INSURANCE ON AN INSURED MEMBER IS SUBJECT TO NONRENEWAL UPON THE  
INSURED MEMBER ATTAINING A CERTAIN AGE

THE ACCELERATION-OF-LIFE-INSURANCE BENEFITS OFFERED UNDER THE POLICY MAY OR MAY NOT QUALIFY FOR FAVORABLE TAX TREATMENT UNDER THE INTERNAL REVENUE CODE OF 1986. WHETHER SUCH BENEFITS QUALIFY DEPENDS ON FACTORS SUCH AS YOUR LIFE EXPECTANCY AT THE TIME BENEFITS ARE ACCELERATED OR WHETHER YOU USE THE BENEFITS TO PAY FOR NECESSARY LONG - TERM CARE EXPENSES, SUCH AS NURSING HOME CARE. IF THE ACCELERATION - OF - LIFE INSURANCE BENEFITS QUALIFY FOR FAVORABLE TAX TREATMENT, THE BENEFITS WILL BE EXCLUDABLE FROM YOUR INCOME AND NOT SUBJECT TO FEDERAL TAXATION. TAX LAWS RELATING TO ACCELERATION – OF - LIFE INSURANCE BENEFITS ARE COMPLEX. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH YOU COULD RECEIVE ACCELERATION – OF - LIFE INSURANCE BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL LAW.

### DISCLOSURE

RECEIPT OF ACCELERATION-OF-LIFE-INSURANCE BENEFITS MAY AFFECT YOUR, YOUR SPOUSE'S OR YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT YOUR, YOUR SPOUSE'S AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.

2. The following notice is added to the face page of the Policy and Certificate:

### **THIS POLICY/CERTIFICATE INCLUDES AN ACCELERATED DEATH BENEFIT**

3. For the purpose of expanding the definition of Terminal Illness, the Accelerated Death Benefit section on the Life and Dependent Life Insurance page(s) is revised as follows:

**Accelerated Death Benefit** The Accelerated Death Benefit is available to a COVERED PERSON who has a Terminal Illness. ("Terminal Illness" is an illness or physical condition, including a physical injury, that can reasonably be expected to result in death in two years or less).

4. For purposes of clarification, the Death Benefit subsection in the What Benefit is Payable section on the Life and Dependent Life Insurance page(s) is revised as follows:

**Death Benefit** Except as stated below, the Death Benefit payable is the amount of insurance in force for the COVERED PERSON on the date of his or her death, less the amount paid on his or her behalf under the Accelerated Death Benefit. A single payment is made unless payment in installments has been elected in accordance with the Payment In Installments and Request Procedure sections. New York Life's general practice is to pay the Death Benefit immediately upon receipt of satisfactory proof of the COVERED PERSON'S death, but in no event will the Death Benefit be paid later than two months after the date New York Life receives such satisfactory proof of death and of the right of the claimant to the Death Benefit.

## TEXAS REGULATIONS

5. For the purpose of limiting the number of times New York Life may examine a person for whom claim is made, defining the person capable of the examination, and excepting the terminal illness diagnosis from this provision, the Examination section on the General Provisions page(s) of the Policy and the Important Notice page(s) in the Certificate is revised as follows:

**Examination** New York Life, at its own expense, has the right and opportunity to:

1. have a person, for whom claim is made, examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending, but not more than once in a three-month period; and/or
2. in the event of loss of life: (a) reasonably request an autopsy where it is not forbidden by law or religious belief; and/or (b) examine the medical records of the deceased; to determine the cause of the loss.

For the purposes of this provision, New York Life will consider any person who is a licensed medical practitioner whose services are required to be covered by law and who renders such services within the scope of his or her license to be acceptable as a doctor or physician capable of such examination. If there is a conflict in opinion between a COVERED PERSON'S doctor or physician and New York Life's doctor or physician to substantiate any claim under the Policy, the New York Life Claims Department will investigate the issue so that it can be resolved as fairly as possible. However, this right of examination provision will not be used to make any additional diagnoses to establish eligibility for the Accelerated Death Benefit.

6. For the purpose of allowing New York Life to contest insurance on a COVERED PERSON for nonpayment of CONTRIBUTIONS only, the Incontestability provision on the Important Notice page(s) of the Certificate and the Insurance On Covered Persons section of the Incontestability provision on the General Provisions page(s) of the Policy are replaced as follows:

**Incontestability** Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any initial or restored insurance on a COVERED PERSON after it has been in force for two years from the ISSUE DATE prior to the contest under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

7. For the purpose of providing a reasonable death benefit in the event of a misstatement, item 3. is added to the Misstatements provision on the Important Notice page(s) of the Certificate and the General Provisions page(s) of the Policy:

**Misstatements** Subject to the Errors and Incontestability sections, if relevant statements of age were not accurate for any person, a fair adjustment of remittances and/or insurance will be made as follows:

1. if the age has been overstated: (a) the amount of remittance will be adjusted to reflect the difference between the remittance applicable at the correct age and the incorrect remittance previously paid; and (b) the Policyholder will refund the amount of any corresponding adjustment; or
2. if the age has been understated: (a) the amount of insurance will be adjusted downward for any INSURANCE PERIOD, in proportion to the ratio of the charges previously paid for such INSURANCE PERIOD to the prescribed charges at the correct age for such INSURANCE PERIOD; and (b) there will be no adjustment to any remittance previously paid.
3. Regardless of any maximum eligibility age, a reasonable death benefit in excess of the CONTRIBUTION made by a COVERED PERSON shall be offered.