



**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 November 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.

Washington

Secretary

President

## WASHINGTON REGULATIONS

The following applies to Washington residents:

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

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

2. For the purposes of clarification, the Accelerated Death Benefit section on the face page of the Policy and Certificate is replaced by the following:

**Accelerated Death Benefit** The Death Benefit will be reduced by 50% if the Accelerated Death Benefit is paid. CONTRIBUTIONS will remain unchanged. New York Life will send the INSURED MEMBER a statement which will specify the effect the payment of the Accelerated Death Benefit will have on the Death Benefit and CONTRIBUTIONS. If the INSURED MEMBER receives payment of accelerated benefits from a life insurance policy, the INSURED MEMBER may lose his/her right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences. New York Life cannot give the INSURED MEMBER advice about this. The INSURED MEMBER may wish to obtain advice from a tax professional or an attorney before deciding to receive accelerated benefits from a life insurance policy. There is no administrative charge made in connection with the payment of the Accelerated Death Benefit. THIS ACCELERATED DEATH BENEFIT DOES NOT AND IS NOT INTENDED TO QUALIFY AS LONG-TERM CARE INSURANCE.

3. For the purpose of revising the definition of Terminal Illness, the Accelerated Death Benefit section on the Life and Dependent Life Insurance page is replaced by the following:

**Accelerated Death Benefit** The Accelerated Death Benefit is available to a COVERED PERSON who has a Terminal Illness ("Terminal Illness" is a medical condition that a physician has certified is reasonably expected to result in a life expectancy of 24 months or less after the date of certification).

4. For the purpose of adding provision for a third party mediation concerning the Terminal Illness diagnosis, the Accelerated Death Benefit provision in the For The Benefit To Be Paid section on the Life and Dependent Life Insurance page is replaced by the following:

**Accelerated Death Benefit** For the Accelerated Death Benefit to be paid: (1) the Policyholder must receive a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life must receive satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness, no later than 12 months before such COVERED PERSON'S TERMINATION AGE DATE. If New York Life's appointed health care provider disagrees with the COVERED PERSON'S physician that a Terminal Illness exists, the COVERED PERSON has the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either party. The arbitration shall be conducted in accordance with statutory arbitration procedures. As part of the final decision, the arbitrator or mediator shall award the costs of arbitration to one party or the other or may divided the costs equally or otherwise.

5. For the purposes of deleting the exclusion for Suicide, the Suicide exception in the What Benefit is Payable section on the Life and Dependent Life Insurance page is deleted, and the reference to a Suicide Limitation is deleted from the face page of the Policy and Certificate.

6. For the purpose of limiting assignability to specific relatives, the Transfer of Ownership section of the Life and Dependent Life Insurance page is replaced by the following:

**Transfer Of Ownership** The OWNER can transfer all or any part of incidents of ownership of the insurance to their spouse, parents, or a trust for the benefit of any or all of them. The Policyholder agrees to accept CONTRIBUTIONS directly from the new OWNER.

7. For the purpose of limiting how often premium rates may be changed, item 1. in the New York Life's Rights section on the Premium page(s) in the Policy is replaced by the following:

1. Anniversary Date based on the experience under the Policy. New York Life will mail or deliver a written notice to the Policyholder at least 90 days before the date such change is to take effect; or