# Individual Disability Insurance Guaranteed Standard Issue Platinum Advantage

Annotated Sample Policy

This sample contract is not intended to replace the filed contract, which may differ from this sample policy.

The Standard Life Insurance Company of New York 333 Westchester Avenue, West Building, Suite 300 White Plains, NY 10604 A subsidiary of StanCorp Financial Group, Inc.

Only for use in New York

The Standard

If you are under the age of 65, the termination date of your policy will be the policy anniversary date that falls on or right after your 65th [67th] birthday. Before the termination date. we may change your premium rate but we won't cancel or make any other changes to your policy as long as you're up to date on your premium payments. We can only change the premium rate after the policy has been in effect for three years and only if we change the rate for all policies in your same risk class.

We want you to be satisfied with the policy we deliver to you. If you decide within 30 days that you don't want the policy, we'll cancel it with no questions asked and refund your premium.

The Standard Life Insurance Company of New York

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INSURED: [

POLICY NUMBER: [

## DISABILITY INCOME INSURANCE POLICY

This is a non-participating Disability Income Insurance Policy. The Standard Life Insurance Company of New York, a stock life insurance company, issued this policy to the Owner in consideration of the statements made in the application and payment of the premium. A copy of the application is attached to and made part of the policy.

GUARANTEED RENEWABLE TO AGE [65] [67]. If the Insured's Issue Age, as shown on the Policy Data page, is under age 65, this policy is guaranteed renewable until the Policy Anniversary on or next following the Insured's [65<sup>th</sup>] [67<sup>th</sup>] birthday (the Termination Date shown on the Policy Data page). If the Insured's Issue Age is age 65 or older, this policy is guaranteed renewable until the first Policy Anniversary (the Termination Date shown on the Policy Data page). As long as the premium is paid by the end of each grace period, we cannot change any part of the policy, except its premium, until the Termination Date. Before that date we can change the premium only: (1) After the policy is three years old; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

CONDITIONALLY RENEWABLE AFTER THE TERMINATION DATE. The Owner may request that the policy continue on a limited basis beyond the Termination Date. If the request is approved, the policy will become conditionally renewable and subject to the terms of the Renewal Option After The Termination Date provision. Only the coverage for Total Disability will continue and premiums will be based on the Insured's attained age.

MAXIMUM BENEFIT PERIOD. This policy's Maximum Benefit Period may be reduced depending on your age when Disability begins, as provided for in the Maximum Benefit Period schedule on the Policy Data page.

RIGHT TO RETURN POLICY. If not satisfied with this policy, the Owner may return it for cancellation within 30 days after receipt by the Owner. The policy must be returned to the sales representative who sold it or to our Administrative Office. The policy will then be void from the beginning, and any premium paid for it will be refunded to the Owner.

READ THIS POLICY CAREFULLY. It is a legal contract between the Owner and The Standard Life Insurance Company of New York. Pre-existing Condition limitations or exclusions and other limitations or exclusions may apply.

> Signed at our Home Office 333 Westchester Avenue West Building, Suite 300 White Plains, New York 10604 (914) 989-4400

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK By

Daniel J. McMillan

President and CEO

Allison Stumbo Corporate Secretary

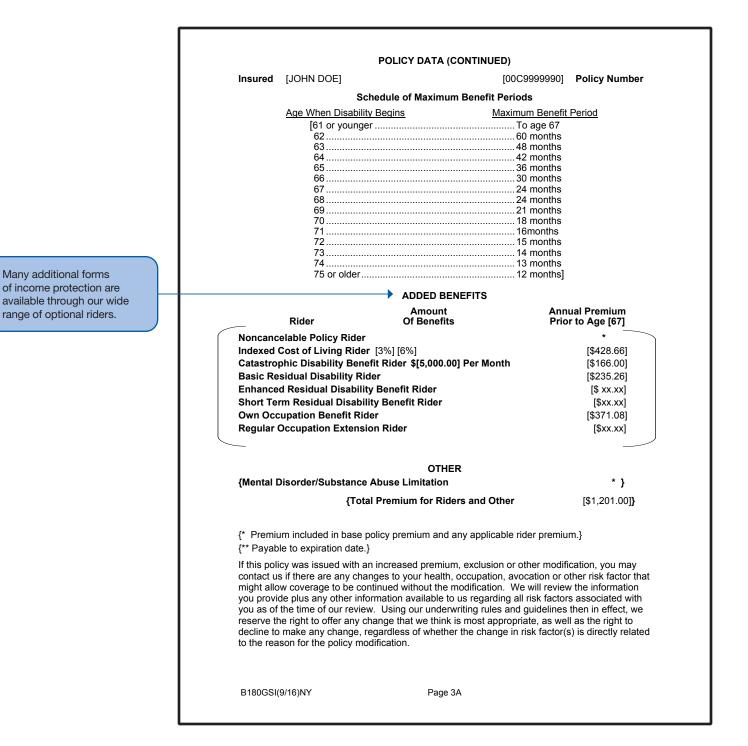
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	POLICY DATA						
	Insured	[JOHN DOE]	[00C9999990]	Policy Number			
	Policy Effective Date	[July 2, 2016]	[35]	Issue Age		Our underwriting	
This refers to the number	Owner at Issue	[The Insured]	[Non-Smoker]	Risk Class 🔸		risk and occupati	
of days that you must be	Termination Date	[July 2, 2048]	[4A]	Occupation Class		factors in determ of coverage and	
disabled before you are	Benefit Waiting Period	[90 days]	Neutral	Gender		rates.	
eligible to receive a disability							
benefit.		PREMIUN	I SUMMARY				
				al Premium			
	Base Policy			\$[1,960.50]			
	Riders		-	\$[1,201.00]			
	Net Annual Premium: \$[			[2,371.13]*			
	[Mode of Premium Payr	nent: [Special Mo	onthly] Amount: \$[	207.47]			
	There are four premium mo mode selected. The mode y mode and the difference be below:	ou chose is noted a	above. The total due over the	he policy year for this			
	Total of [Special Monthly]	Premium Paymen	its:	\$[2,489.64]			
	Difference between net ann	ual premium and to	tal [Special Monthly] payme	ents: \$[ 118.51]]			
	*The Net Annual Premium n	eflects a discount o	of [25]%.				
	INONCANO	ELABLE / GUARA	ANTEED RENEWABLE PO	LICY]			
	BASIC POLICY BENEFITS ([To Age 67])						
		ncement Date	[91 <sup>st</sup> ] day of Disability				
		onthly Benefit	\$[5,000]				
This is the maximum amount of time we will pay benefits under your policy.		n Benefit Period:	[To Age 67] – Determined Disability begins; see Sch Benefit Periods on the ne	nedule of Maximum			
	B180GSI(9/16)NY	Pa	age 3				

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# INTRODUCTION

We agree to pay benefits according to the terms of this policy if you become Disabled while this policy is in force and you give us Proof Of Loss for any benefits for which you submit a claim.

In this policy **you/your** mean the Insured; **we/us/our** mean The Standard Life Insurance Company of New York. Other defined terms have initial capital letters and are defined in the DEFINITIONS section or in the provisions in which they first appear and to which they primarily pertain.

Disability/Disabled means that you are Totally Disabled.

**Disability Benefit / Disability Benefits** means any benefit payment or payments for Total Disability that are made under this policy.

# **BENEFITS FOR DISABILITY**

## **BENEFIT FOR TOTAL DISABILITY**

You will be eligible for a Disability Benefit during your Total Disability if you meet the requirements below. The Disability Benefit we will pay each month will equal the Basic Monthly Benefit.

Total Disability/Totally Disabled means that due to your Injury or Sickness:

For the first 24 months of Disability:

- you are unable to perform the Substantial And Material Duties of your Regular Occupation; and
- you are not engaged in any other job or occupation for wage or profit; and
- you are receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness. This Regular Medical Care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you

After 24 months of Disability:

- you are unable to perform the Substantial And Material Duties of Any Occupation; and
- · you are not engaged in any other job or occupation for wage or profit; and
- you are receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness. This Regular Medical Care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

Any Occupation means any occupation or employment that you are reasonably suited for based on your education, training or experience.

**Regular Occupation** means the occupation or occupations which you are regularly engaged in at the time your Disability begins.

If you are a physician or dentist and have limited your Regular Occupation to the performance of the Substantial And Material Duties of a single specialty recognized by the American Board of Medical Specialties (ABMS) or American Osteopathic Association Bureau of Osteopathic

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This refers to your occupation at the time you become disabled as stated in the policy. This section also defines regular occupation for specialized physicians and dentists. If you are presumptively disabled, you can continue to work and earn an income and still be eligible for disability benefits. Presumptively disabled may refer to the loss of hearing in both ears, for example.

You don't have to satisfy a benefit waiting period before receiving benefits for a presumptive disability.

As you're recuperating from a disability, you can receive help to return to work fulltime by participating in a rehabilitation program that is approved by us. We'll pay the reasonable costs of a voluntary rehabilitation program, which may include workplace modifications, training and family care expenses. Specialists (AOABOS) or American Dental Association (ADA), then that specialty will be deemed your Regular Occupation.

If you are unemployed at the time Disability begins, then the last occupation in which you worked at least 30 hours per week will be deemed your Regular Occupation.

If you are retired at the time Disability begins, then being retired will be deemed your Regular Occupation.

# BENEFIT FOR PRESUMPTIVE DISABILITY

You will be considered Totally Disabled if, after the Policy Effective Date, you become Presumptively Disabled.

**Presumptive Disability/Presumptively Disabled** means that you have an Injury or Sickness that first occurs while this policy is in force and results in your total and permanent loss of any of the following:

- speech;
- hearing in both ears, not restorable by hearing aids;
- sight in both eyes which measures at or below 20/200, after reasonable efforts are made to correct your vision using the most advanced, medically acceptable procedures and devices available;
- use of both hands;
- use of both feet; or
- use of one hand and one foot.

For Total Disability resulting from Presumptive Disability, we will pay a Disability Benefit equal to the Basic Monthly Benefit regardless of your Monthly Earnings. We will waive the Benefit Waiting Period, and the Disability Benefit for Presumptive Disability will begin on the Commencement Date and will be payable until the end of the Maximum Benefit Period.

# REHABILITATION PROGRAM

While you are Disabled you may participate in a Rehabilitation Program to help you prepare for your return to full-time work.

**Rehabilitation Program** means a written program, plan, or course of vocational training or education. A Rehabilitation Program may be proposed by you or us. The terms, conditions, and objectives of the Rehabilitation Program must be accepted by you and approved by us before we will pay for any costs connected with it.

An approved Rehabilitation Program may include our payment of some or all of the expenses you incur in connection with the plan. Such expenses may include workplace, vehicle or home modifications, training and educational expenses, family care expenses, job-related expenses, and/or job search expenses.

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We will pay the reasonable costs of a Rehabilitation Program that are not otherwise covered by any other plan, policy, or program. We will periodically review the Rehabilitation Program and your progress; and we will continue to pay the agreed upon costs for as long as we determine that the Rehabilitation Program is meeting the mutually agreed upon objectives.

Your participation in a Rehabilitation Program is not required by this policy. If you decide to participate and you later cease to participate in the Rehabilitation Program, we will continue paying any Disability Benefits you are eligible to receive.

# **ADDITIONAL BENEFITS**

# PREMIUM WAIVER BENEFIT

We will waive all premiums due under this policy while Disability Benefits {or Recovery Benefits} are payable. In addition, if the Benefit Waiting Period is greater than 90 days, we will waive all premiums due and payable after the 90th day of Disability, up to the Commencement Date, as long as you remain Disabled.

After completion of the Benefit Waiting Period, we will refund any premium due and paid after the date your Disability began.

We will continue to waive all premiums for as long as Disability Benefits are payable for the same claim. The Owner will resume responsibility for premium payments on the next monthly premium due date after your Disability ends.

If Disability Benefits have been paid for the Maximum Benefit Period and you remain Disabled, premiums will continue to be waived if we receive satisfactory Proof Of Loss of your continued Disability. We have the right to periodically request Proof Of Loss while premiums continue to be waived. If satisfactory Proof Of Loss is not provided, you must resume premium payment on the next monthly premium due date.

# SURVIVOR BENEFIT

We will pay a benefit to a survivor (Survivor Benefit) if you die while Disability Benefits are payable under this policy. The amount of the Survivor Benefit will equal three times the Basic Monthly Benefit. There is no Benefit Waiting Period for the Survivor Benefit.

While this policy is in force the Owner may designate a payee, or change a previously named payee, to receive the Survivor Benefit.

# TRANSPLANT SURGERY DISABILITY BENEFIT

We will consider you as Disabled if you otherwise meet the definition of Disabled as a result of your having surgery to transplant part of your body to someone else. The transplant surgery must occur after the Policy Effective Date.

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premium. This benefit allows you to maintain your coverage even though you're not making premium payments, as long as disability benefits are payable.

If you're receiving disability benefits, you won't have to worry about paying your

The person you choose will receive a survivor benefit if you die while disability benefits are being paid. The amount of the benefit will equal three times the policy's basic monthly benefit.

# **EXCLUSIONS AND LIMITATIONS**

## **EXCLUSIONS FROM COVERAGE**

We will not pay benefits for:

- disability caused or contributed to by war, declared or undeclared, or any act of war or insurrection, or which resulted from service in the Armed Forces or units auxiliary thereto;
- disability caused or contributed to by your committing or attempting to commit a felony, or your being engaged in an illegal occupation;
- disability caused or contributed to by your actively participating in a riot. "Actively participating" does not include your being at the scene of a riot while performing your official duties; or
- intentionally self-inflicted Injury.

# **BENEFIT WAITING PERIOD LIMITATION**

Unless otherwise stated in this policy, there is a Benefit Waiting Period for each claim for benefits from the same cause or causes. No benefits are payable during the Benefit Waiting Period. Benefits start on the Commencement Date, if you are Disabled on that date.

**Benefit Waiting Period** means a period, measured from the first day of your Disability throughout which you must be Disabled before benefits become payable. The Benefit Waiting Period is shown on the Policy Data page.

The days in the Benefit Waiting Period may be consecutive; or they may be interrupted by period(s) of Recovery. However, for any benefit to become payable, the number of days in the Benefit Waiting Period must be reached within a larger period of consecutive days, as follows:

<u>Benefit Wa</u>	iting Period	Conse	Consecutive Days		
60 days 90 days	must be reach	ed within	120 days 180 days		
180 days			360 days		
365 days			540 days		

Unless otherwise stated, the benefits begin on the Commencement Date and continue, subject to the terms of this policy, until the end of the Maximum Benefit Period.

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You will not have to satisfy a new benefit waiting period if you recover from your disability but become disabled again from the same cause within [6][12] months. The time that you receive benefits for this recurrent disability counts toward the same maximum benefit period.

If a disability occurs from the same cause [6][12] or more months after you've recovered and returned to work at least 30 hours per week, a new benefit waiting period and maximum benefit period apply.

## CONCURRENT DISABILITY

When your Disability is caused by more than one Injury or Sickness or from a combination of these, we will pay Disability Benefits as if there were only one Injury or Sickness. In no event will you be considered to have more than one Disability at the same time. Once a period of Disability starts, it will be one period of Disability no matter what Injury or Sickness, or how many, caused the Disability to start or caused you to remain Disabled.

## -> RECURRENT DISABILITY

If you become Disabled due to the same cause or causes within [6] [12] full months after the end of a period of Disability for which Disability Benefits had been paid, the later period of Disability will be considered a Recurrent Disability. Disability Benefits paid for a Recurrent Disability are considered a continuation of the preceding period of Disability and will not be subject to a new Benefit Waiting Period. However, Disability Benefits paid for a Recurrent Disability are subject to the Maximum Benefit Period that started with the preceding period of Disability, and, if the Maximum Benefit Period had ended with respect to the preceding Disability, benefits will not be payable for a Recurrent Disability.

If you become Disabled due to the same cause or causes after the end of a period of Disability for which Disability Benefits had been paid and you have been working for at least 30 hours per week for at least [6] [12] consecutive months, the later period of Disability will be considered a new period of Disability. A new Benefit Waiting Period must be satisfied before benefits are payable, and a new Maximum Benefit Period will apply. Also, if you become Disabled due to a different or unrelated cause or causes after the end of a period of Disability for which Disability Benefits had been paid, the later period of Disability will be considered a new period of Disability.

## LOSS OF LICENSE

While your Injury or Sickness may result in the loss or restriction of a professional license, occupation license or certification, that loss or restriction, by itself, does not constitute a Disability.

## LIMITATION FOR RESIDENCE OUTSIDE THE UNITED STATES, CANADA AND MEXICO

Payment for Disability Benefits will not be paid for more than an aggregate total of twelve months of benefits for each period of Disability while you reside outside of the United States, its possessions, Canada, and Mexico. If Disability Benefits should cease after the payment of 12 months of Disability Benefits, premiums will become due beginning on the next monthly premium due date. If you should return to reside in the United States, its possessions, Canada, and Mexico after Disability Benefits cease, you may become eligible to resume receiving Disability Benefits if you satisfy all terms and conditions of the policy.

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CLAIMS

# NOTICE OF CLAIM

You or the Owner, or your authorized personal representative, must send written notice of claim within 30 days after your Disability starts, or as soon as is reasonably possible. Written notice must be given to us at our Administrative Office or to any of our authorized sales representatives. It must include your name and the policy number.

# **CLAIM FORMS**

After we receive written notice of claim, we will provide our claim form(s) to be completed and submitted as part of the required Proof Of Loss. If we do not provide our form(s) within 15 days after we receive written notice of claim, you will be deemed to have complied with the requirements of this Policy upon submitting to us within the time stated in the Proof Of Loss provision, a letter that includes written proof of the date the Disability began and the character and extent of the Disability.

## PROOF OF LOSS

You are responsible for providing Proof Of Loss. Proof Of Loss must be sent to our Administrative Office. We must receive Proof Of Loss within 90 days after the end of each monthly period for which you claim benefits. If that is not reasonably possible, the claim will not be affected, provided Proof of Loss is furnished as soon as is reasonably possible. However, unless you lack legal capacity, we must be given Proof of Loss within one year after the 90th day referred to above, for that claim to be valid.

**Proof Of Loss** means written proof that you are or were Disabled and entitled to Disability Benefits under this policy. In addition to the completed claim form(s), or your letter of claim, Proof Of Loss includes proof that:

- you became Disabled while this policy was in force; and
- you are or were Disabled through the Benefit Waiting Period and the Commencement Date; and
- you are or were receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness.

Proof Of Loss for any claim may also include any information and documentation we may reasonably require in order to substantiate and evaluate your claim, including but not limited to:

- · medical records and physicians' notes or statements; and
- medical examinations; and
- documentation of your prior and current income, including tax returns; and
- examination(s) of financial and operational records.

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This section outlines how claims are evaluated and benefits are paid.

be required to send us "proof of loss." We explain what that means in this section.

When you file a claim, you'll

There may be times when we ask you to undergo medical or financial exams — at our expense — to determine if you are eligible for disability benefits. If any required information or documentation is not provided within 45 days after we send our request, your claim may be denied.

Except for medical or financial records examinations, you are responsible for all costs of providing Proof Of Loss.

We will require written authorization for us to obtain the information or documentation we require as Proof Of Loss. We will also require you to submit additional documentation of your claim at your expense at reasonable intervals while you are receiving Disability Benefits.

## EXAMINATIONS

As part of the required Proof Of Loss, we have the right to require periodic examinations to determine your eligibility for Disability Benefits. These examinations will be done at our expense and by examiner(s) selected by us. We will choose examiner(s) appropriate for the evaluation of your claim. Examinations may include but are not limited to:

- independent medical and psychiatric examinations by physicians or specialists; and
- functional capacity examinations and occupational and vocational evaluations; and
- examinations and analyses of your financial and operational records and those of any business in which you have an interest. Such records may include tax returns, financial statements, billing and expense information, bank statements, cancelled checks or other documents.

We may deny or suspend payment of Disability Benefits if you fail to submit to an examination, or if you fail to cooperate with the person conducting the examination. Disability Benefits may be resumed, provided that the required examination occurs within a reasonable time and benefits are otherwise payable. In the event of death, we may require an autopsy, at our expense, where permitted by law.

## TIME OF PAYMENT

After we receive satisfactory written Proof Of Loss and all other conditions are met, we will pay Disability Benefits under this policy. Any accrued Disability Benefits will be paid immediately. Any Disability Benefits due thereafter will be paid monthly. For periods of less than one month, we will pay a prorated portion of the monthly benefit for each day benefits are payable. Payment will be subject to our receipt of continued Proof Of Loss.

Once your claim is approved, Disability Benefits will continue until the end of the period for which you have provided us with satisfactory written Proof Of Loss, subject to the terms and limits of this policy. We will require you to submit additional Proof Of Loss at reasonable intervals while you are continuing to receive Disability Benefits.

To satisfy the proof of loss requirement, we may require medical records, income documentation and other information. If we don't receive the information within 45 days after we request it, your claim may be turned down.

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We will make benefit payments to the insured unless another recipient is designated.

If we close or deny your

promptly.

claim, you have up to 180 days to request a review.

When we receive your written request, we will review it

## PAYMENT OF CLAIMS

We will pay all benefits to the Insured, unless the Insured names a payee to receive such benefits. Designation of a payee, or change of a previously named payee, must be in writing and signed by the Insured. At the Insured's request we will provide a form for naming or changing a payee.

If the Insured has died or lacks legal capacity and no payee has been named by the Insured, or if a named payee is not living at the time of the Insured's death, we will pay benefits:

- to the Insured's surviving spouse; if none, then
- equally to the Insured's surviving natural and adopted children; if none, then
- equally to the Insured's surviving parent(s); if none, then
- to the Insured's estate.

We will not be liable to anyone to the extent we make payment in good faith.

## **OVERPAYMENT OF BENEFITS**

We have the right to be reimbursed for any overpayment of benefits under this policy. We will notify the Insured promptly upon the discovery of any overpayment. After such notice, any and all overpayments that have not been reimbursed will become a debt due and payable to us. We will withhold the unreimbursed portion of any overpayments from any benefit payments due under the policy, regardless of the payee, until all overpayment amounts are repaid in full.

## INVESTIGATION OF YOUR CLAIM

We may conduct an investigation of your claim at any time. We will pay benefits only after we have had a reasonable time to conduct an investigation of your claim, and we have determined that benefits are payable.

## REVIEW PROCEDURE

If we deny all or part of your claim, you may request a review by contacting us in writing at our Administrative Office. You may make the request within 180 days after receiving notice of the denial.

You may review any non-privileged information that relates to your request for review; and you may send us written comments or other items to support your claim.

We will review your claim promptly after we receive your request for review. We will send you a notice of our decision not more than 60 days after we receive your request. If special circumstances require an extension, we will send the notice of decision to you within 120 days. We will state the reasons for our decision and we will reference the relevant parts of the policy.

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Choose how often you'd like to pay premiums. You can make annual, semi-annual or quarterly payments, or request a special monthly premium schedule. An employer who is paying for coverage will decide how often to pay premiums.

After the first premium, you'll have a 31-day grace period after each due date to pay your premiums. After the grace period, the policy will terminate if the premium is not paid.

You may be able to reinstate the policy within six months of termination if the policy lapses because a premium is not paid.

# PREMIUMS, REINSTATEMENT, TERMINATION

# PREMIUMS

The premium is the amount we charge at regular intervals to keep this policy in force, and it is shown on the Policy Data page. Before the Termination Date we can change premium rates only: (1) After this policy has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class. Premiums are payable at our Administrative Office. The initial premium is due on or before the Policy Effective Date. If the initial premium is not paid, the policy is never in force.

Premiums may be paid on an annual, semi-annual or quarterly basis. Also, the Owner may request a special monthly premium mode, subject to our rules and approval. We may terminate this special mode by providing written notice to the Owner.

The Owner may request a change of premium mode by writing to us. The change is subject to our rules and approval. No change of premium mode will be allowed while you are Disabled or while benefits are payable.

## GRACE PERIOD

A 31-day grace period to pay premiums follows the due date of each premium except the initial premium. The policy will continue in force during the grace period. If a premium is not paid by the end of its grace period, the policy will terminate. If you become Disabled during the grace period, we will deduct any due and unpaid premiums from any benefits we pay.

# REINSTATEMENT

If this policy ends because a premium is not paid by the end of the grace period, the Owner may request that the policy be reinstated. The request must be made any time within six months after termination.

If our requirements for reinstatement are met, the policy may be reinstated in one of the following ways:

- Reinstatement Without An Application If we receive the required premium and we
  do not require a reinstatement application, our acceptance of the required premium
  without an application will reinstate the policy as though the policy lapse had not
  occurred.
- Application Required; Conditional Receipt Issued If we receive the required premium, but we require an application for reinstatement and issue a conditional receipt for the premium tendered, reinstatement is subject to our approval. Reinstatement will be effective on the date we approve the application.

However, if we disapprove the application, we must mail notice of our disapproval to the Owner within 45 days after the date of the conditional receipt. If we do not mail notice of our disapproval within that time, the policy will be reinstated as of the 45th day.

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The reinstated policy will only cover Disabilities due to:

- · Injury sustained after the Reinstatement Date; or
- Sickness that began more than ten days after the Reinstatement Date.

If we require an application for reinstatement, a new period for contesting the policy or a claim will apply to the reinstated policy. See Time Limit On Certain Defenses under GENERAL PROVISIONS. We may add or change provisions or limitations when we reinstate the policy. Except for the provisions that may be added or changed, the Owner's rights and our rights will be the same as before the policy terminated.

## SUSPENSION DURING MILITARY SERVICE

You may suspend your policy for as long as five years while

you're on full-time active duty

in the military.

If you are on full-time active duty in the military service of any nation or international authority or a reserve component of the armed forces of the United States (including the National Guard), you may suspend the policy by providing us with written request to suspend the policy. The suspension will become effective on the date your active duty begins. We will refund the pro rata portion of any premium paid beyond the date the suspension becomes effective. While the policy is suspended, no premiums are due and you have no coverage under the policy.

If your full-time active duty in the military services ends within five years from the date of suspension and before the Termination Date, you may request, in writing, that coverage be resumed without evidence of insurability. Your coverage will be resumed as of the date of termination of active duty if we receive your written request and the required premium within 90 days after your active duty ends. Premium will be at the same rate as before the policy was suspended. If we do not receive your request and the required premium within 90 days after your active duty ends, the policy will terminate, effective on the day your active duty ends. The policy will also terminate on the fifth anniversary of the date of suspension if coverage has not been resumed. You may later seek reinstatement of the policy under the policy's Reinstatement provision.

If the coverage is resumed, the policy will not cover Disability due to an Injury that was sustained or a Sickness that first manifested itself while the policy was suspended, and if such Injury or Sickness was determined by the secretary of Veterans Affairs to be a condition incurred in the line of duty. All other exclusions, limitations or modifications of coverage will be the same as existed on the policy before the policy was suspended.

## POLICY TERMINATION

If a premium is not paid by the end of its grace period, the policy will terminate. This policy will also terminate on the earliest of:

- 12:01 a.m. on the Termination Date shown on the data page, unless this policy is being continued under the Renewal Option After The Termination Date provision;
- the date you are no longer regularly employed for at least 30 hours per week, if this
  policy is continued under the Renewal Option, unless you are Disabled on that date
  under the policy terms. If the policy terminates for this reason, we will refund any
  premium paid for the period beyond the date the policy terminates;
- the date you Recover from your Disability covered by the Renewal Option, if the policy is continued under that Option;
- the date the policy terminates under the Suspension During Military Service provision; or
- the date of your death. After we receive notice of your death, we will refund to the Owner or the Owner's estate any premium paid for the period beyond the date of death.

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In addition, the Owner may terminate this policy by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office, or on the date the Owner requests, subject to our approval. We will refund any premium paid for the period beyond the effective date of the termination.

# **RENEWAL OPTION AFTER THE TERMINATION DATE**

# RENEWAL OPTION

If you're still working 30

or more hours a week at the time of the policy's

termination date, you can

under this renewal option.

request to continue the policy

The Owner may request that this policy continue beyond the Termination Date. In order for us to consider the request, the following must be true on the Termination Date:

- you remain actively and regularly employed for at least 30 hours per week; and
- you are not Disabled.

If we approve the request and the policy is continued under this Option, you must remain actively and regularly employed for at least 30 hours per week for the policy to remain in force. We have the right to ask you at least once per year for proof satisfactory to us that you are meeting this requirement. In addition, we have the right to ask for this information more often than once per year if we reasonably believe that such information is necessary for this policy to continue under this Option.

You must notify us as soon as is reasonably possible if at any time:

- · you no longer remain actively and regularly employed for at least 30 hours per week; or
- you cease employment altogether.

If after the Termination Date you cease to be actively and regularly employed for at least 30 hours per week, this policy will immediately terminate, and we will be liable only to return the premiums paid for any period after you no longer remain employed.

#### RENEWAL OPTION REQUEST

The Owner may request this Option by writing to us at our Administrative Office. We must receive the request at least 30 days prior to the Termination Date. The policy must be in force with all due premiums paid on the date we receive the request.

## **RENEWAL BENEFIT**

Under the Renewal Option, only the coverage for Total Disability will continue beyond the policy's Termination Date. All other coverage provided by the policy and all riders and rider benefits ends at 12:01 a.m. on the Termination Date, unless a rider states otherwise. The same provisions, exceptions, exclusions and limitations in this policy continue to apply if the Renewal Option is elected.

Under this Option payment of benefits will be made for only one Disability. Benefits will end, and the policy will be terminated, on the date you Recover from your Disability or on the date benefits have been paid through the Maximum Benefit Period, whichever date is earlier.

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## RENEWAL PREMIUM

The premium to continue the policy under the Renewal Option will be different from the premium shown on the Policy Data page. It will be based on the rate in effect for all policies with like benefits insuring the same age and Risk Class as of the Termination Date. We can change the premium rates at any time, but only if we change it for everyone who:

- has this policy form; and
- has like benefits; and
- is your age; and
- is in your Risk Class.

We will refund to the Owner any premium paid after the Termination Date, unless the policy is in force under the Renewal Option. Payment or receipt of any premium after the policy ends for any reason will not continue it in force, unless the policy is being continued under the Renewal Option.

## END OF RENEWAL OPTION

This Option and policy, and all coverage, will end on the earliest of the following:

- the date you cease being actively and regularly employed at least 30 hours per week, unless you are Disabled on that date under the policy terms;
- the date you Recover from a Disability covered under this Option;
- the date benefits have been paid through the Maximum Benefit Period; or
- the date the policy and this Option end under the Policy Termination provision.

# **GENERAL PROVISIONS**

## THE CONTRACT

This insurance is provided in consideration of our receipt of: (1) The completed application; and (2) Payment of all required premiums. This policy and all attachments, including any benefits, riders, endorsements and copies of the application and application supplements, make up the whole contract. No one, including our sales representative, has the right to change or waive any part of this policy unless the change is approved in writing by our President and Corporate Secretary.

## ELIGIBILITY

Your eligibility for this policy on the Policy Effective Date is conditioned upon your acceptance of the policy and payment of the first full premium. After the Policy Effective Date, your eligibility is dependent upon your payment of premium by the end of each grace period.

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#### CONFORMITY WITH STATE LAWS

Any provision in this policy which, on its effective date, conflicts with the laws of the state in which the Insured resides, is amended to meet the minimum requirements of such laws.

## TIME LIMIT ON CERTAIN DEFENSES

After two years from the later of the Policy Effective Date or its most recent Reinstatement Date (if an application for Reinstatement was required), no misstatements, except fraudulent misstatements, made by you or the Owner in the application for the policy or for reinstatement shall be used to rescind the policy or to deny a claim for Disability starting after the end of such two-year period.

No claim for Disability starting after two years from the later of the Policy Effective Date or its most recent Reinstatement Date (if an application for Reinstatement was required) will be reduced or denied on the ground that a disease or physical condition existed before such date, unless it is specifically excluded by name or specific description, or there was fraudulent misstatement in the application for the policy or for reinstatement.

If you apply for an increase in coverage under this policy, this provision will apply to statements made in the application for the increase; and the two-year period will begin on the date the underwritten increase becomes effective and will apply only to the amount of the increase.

#### LEGAL ACTION

Legal action cannot be brought against us until at least 60 days following the date we receive Proof Of Loss. Also, legal action may not be brought against us after three years from the date written proof is required under Proof Of Loss.

## MISSTATEMENTS

If your Issue Age has been misstated, any benefits will equal those that the premiums paid would have purchased at your correct Issue Age.

#### NOTICE

Changes, assignments, designations of payees and other requests will not affect us until:

- · they have been signed by the Owner; and
- we have received them at our Administrative Office; and
- where required, we have approved them.

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## ASSIGNMENT

The Owner may assign this policy at any time while the policy is in force and while you are not Disabled and while no benefits are payable. We will be bound by an assignment only: (1) If it is in writing; and (2) After it is approved at our Administrative Office. Once approved, unless otherwise specified by the Owner, it will take effect as of the date the assignment was signed by the Owner. We are not responsible for the validity of an assignment. We will not be liable for any action taken prior to, or for any payment made by us before, our approval of the assignment.

## OWNER

The Owner of this policy is the Insured unless:

- a different owner is named on the application; or
- the Owner is changed under the Assignment provision, above.

The Owner may name a successor owner who will become the new owner if the Owner dies before you. If no named successor owner is living when the Owner dies, and if you are not the Owner, the Owner's estate will become the new owner.

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In this section, we highlight and explain important terms to help you better understand your policy.

# DEFINITIONS

Administrative Office is our office at 1100 S.W. Sixth Avenue, Portland, Oregon 97204.

Any Occupation (See definition under Benefit For Total Disability.)

**Basic Monthly Benefit** means the amount of monthly benefit as shown on the Policy Data page issued with the policy, or as later changed by endorsement or by a new Policy Data page made part of this policy.

**Benefit Waiting Period** (See definition under Benefit Waiting Period Limitation in the EXCLUSIONS AND LIMITATIONS section.)

**Commencement Date** means the first day immediately following the completion of the Benefit Waiting Period. For Presumptive Disability the Benefit Waiting Period is waived, and the Commencement Date is the first day of your Presumptive Disability.

Concurrent Disability (See definition in the EXCLUSIONS AND LIMITATIONS section.)

**Earnings** means all income from any vocational activity of yours, or attributable to you by a business in which you have an ownership interest, including but not limited to:

- salary and fees; and
- commissions and bonuses including stock options and stock bonuses, if the earnings are for remuneration of services rendered in your profession; and
- · wages, pension and profit sharing contributions, and other payments.

We will require any proof we consider necessary to establish your Earnings. Such proof may include, but is not limited to complete copies of individual and business federal income tax returns, including W-2s, 1099s, and all attachments and schedules. (See Proof Of Loss in the CLAIMS section for more detail.)

We will subtract from Earnings all business expenses which you are allowed to deduct for federal income tax purposes. However, we will not deduct any expenses shown on your federal income tax return as IRC Section 179 expenses. When we determine Monthly Earnings, business expenses may not exceed your average monthly business expenses for the same period in which your Predisability Earnings is determined.

With respect to other compensation or income earned by you or attributable to you by a business in which you have an ownership interest, this amount is determined after deduction of normal and customary unreimbursable business expenses but before deduction of any of your personal income taxes.

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Earnings does NOT include income from any of the following as long as it is not the result of vocational activity you perform:

- · rent, royalties or alimony;
- annuities, savings, investments, dividends, capital gains, or interest (including tax exempt interest);
- · deferred compensation, retirement plans, or formal sick pay plans; or
- · disability income insurance policies.

We will use the accounting method used on your federal income tax return for your tax year immediately prior to your tax year in which your Disability began. We will use the same method throughout the duration of the claim. If the cash method is used, we will exclude from Monthly Earnings that income which is both earned prior to and received after the date your Disability began.

**Injury** means a bodily injury which is sustained after the Policy Effective Date and while this policy is in force.

**Insured** means the insured under this policy as shown on the Policy Data page and as shown as the "Proposed Insured" on the application for insurance.

**Issue Age** means your age on the Policy Effective Date. The Issue Age is shown on the Policy Data page.

**Maximum Benefit Period** means the maximum period of time we will pay Disability Benefits for any one Disability. This period is shown on the Policy Data page. It begins on the Commencement Date. Once the Maximum Benefit Period ends, you will not be eligible for a new Maximum Benefit Period unless:

- you have been working for at least 30 hours per week for at least [6] [12] consecutive months; and
- the policy remains in force; and
- you have satisfied all other terms of the policy.

**Monthly Earnings** means all Earnings received by you in the particular month for which you are claiming benefits under this policy.

**Owner** means the owner of this policy, as shown on the Policy Data page, unless later changed as allowed under the GENERAL PROVISIONS section. The Owner is shown as "Policyowner" on application forms attached to this policy.

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**Physician** means any licensed medical professional, other than you or a member of your immediate family, who is practicing and diagnosing within the scope of his or her medical or professional license. In this instance, immediate family includes: spouse; birth or adoptive parent, child or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

**Policy Anniversary** means the anniversary of the Policy Effective Date occurring each year the policy remains in force.

**Policy Effective Date** means the date on which this policy becomes effective. This date is shown on the Policy Data page.

**Policy Month** means a month measured from the same date in a month as the Policy Effective Date.

Predisability Earnings means the greater of:

- your highest average Earnings for any consecutive 12 months in the last 24 months before the date your Disability began; or
- your Earnings for any two full tax years within the three full tax years preceding the date your Disability began, divided by 24.

**Recover / Recovery / Recovered** means you are no longer Disabled from the same cause or causes that caused your most recent Disability.

Recurrent Disability (See definition in the EXCLUSIONS AND LIMITATIONS section.)

**Regular Medical Care** means the appropriate medical treatment for your Injury or Sickness, based on prevailing medical standards. Regular Medical Care includes compliance with appropriate medical treatments recommended by the Physician(s) providing care for your Injury or Sickness.

Regular Occupation (See definition under Benefit For Total Disability.)

Reinstatement Date means the date the policy is made effective when reinstated.

**Renewal Option** means the option of renewing the policy beyond the Termination Date, subject to our approval and certain conditions and limitations.

**Risk Class** means the Risk Class for this policy, as shown on the Policy Data page. It also includes the Occupation Class and gender as shown on the Policy Data page.

**Sickness** means an illness or disease which causes you to be Disabled while this policy is in force.

Substantial And Material Duties means the usual and customary duties that are generally performed and essential.

Termination Date means the date the policy ends, as shown on the Policy Data page, unless the policy ends earlier as outlined under the POLICY TERMINATION provision.

scheduled to end. After this date, it will no longer be in effect, unless it is renewed under the renewal option.

This is when your policy is

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## THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

# BASIC RESIDUAL DISABILITY RIDER

For purposes of this rider only, the definitions of Disability/Disabled and Disability Benefit/Disability Benefits in the policy are changed as follows:

**Disability/Disabled** means Total Disability/Totally Disabled, as defined in the policy; and Residual Disability/Residually Disabled, as defined below.

**Disability Benefit / Disability Benefits** means any benefit payment or payments for Total Disability or Residual Disability that are made under this policy.

## RESIDUAL DISABILITY

You will be eligible for a Disability Benefit during your Residual Disability if you meet the requirements below.

## Residual Disability/Residually Disabled means:

- · you are not Totally Disabled; and
- you are working in your Regular Occupation or any other occupation; and
- due to your Injury or Sickness, you have a Loss Of Income and either a Loss Of Duties or a Loss Of Time; and
- you are receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness. This Regular Medical Care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

**Loss Of Duties** means you are able to perform some but not all Substantial And Material Duties. The Substantial And Material Duties which you are unable to perform must account for at least 20% of the time you spent in your Regular Occupation prior to the date of Disability.

Loss Of Time means you are able to perform all Substantial And Material Duties but you are unable to do them for at least 20% of the time you spent in your Regular Occupation prior to the date of Disability.

Loss Of Income means your Indexed Predisability Earnings minus your Monthly Earnings. Your Loss Of Income must be at least 20% of your Indexed Predisability Earnings and be solely due to the Injury or Sickness that caused your Disability.

## BENEFIT FOR RESIDUAL DISABILITY

To satisfy the Benefit Waiting Period, you can be either Totally Disabled or Residually Disabled. Once the Benefit Waiting Period has been satisfied, Disability Benefits become payable.

The Disability Benefit for Residual Disability will be based on your Loss Of Income, as shown below.

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This rider provides a benefit if you're residually disabled rather than totally disabled. You can receive benefits for residual disability if you're working but experiencing a loss of income, along with either a loss of duties or a loss of time, because of a sickness or injury.

This rider pays no less than 50% of your basic monthly benefit for the first six months that you receive residual disability benefits. After that, the benefit amount depends on the percentage of income lost.

When you can work but can't perform those duties that make up at least 20% of your work time, this qualifies as a loss of duties.

When you can do all of your duties at work but you can't do them for at least 20% of the time that you previously spent doing them, this qualifies as a loss of time.

When you experience at least a 20% loss in earnings because of an injury or illness, this qualifies as a loss of income. If your Loss Of Income divided by your Indexed Predisability Earnings is:

- more than 80%, the Disability Benefit will equal the Basic Monthly Benefit.
- 20% to 80%, the Disability Benefit will equal a portion of the Basic Monthly Benefit. The amount will be determined each month as follows:

your Loss Of Income x the Basic Monthly Benefit

• less than 20%, no Disability Benefit is payable.

However, for the first six months that a Disability Benefit is payable for Residual Disability, we will pay no less than 50% of the Basic Monthly Benefit.

If the Indexed Cost Of Living Benefit Rider is part of the policy, we will use the Adjusted Basic Monthly Benefit to calculate the Disability Benefit for Residual Disability.

Disability Benefits will no longer be payable for Residual Disability on the date that the first of the following events occurs:

- you are no longer Residually Disabled;
- your Loss Of Income is no longer solely due to the Injury or Sickness that caused your Disability;
- you become Totally Disabled; or
- the Maximum Benefit Period ends.

# RECOVERY BENEFIT

If you experience a Recovery from your Disability, we will pay you a Recovery Benefit if:

- you are working in your Regular Occupation, and working at least as many hours as you worked prior to Disability; and
- you continue to have a Loss Of Earnings of at least 20%, and that Loss Of Earnings is solely the result of the previous Injury or Sickness that caused your Disability.

## Loss Of Earnings means:

your Indexed Predisability Earnings on the date of your Recovery – your Monthly Earnings your Indexed Predisability Earnings on the date of your Recovery

The amount of Recovery Benefit we pay will equal:

your Loss Of Earnings x the Basic Monthly Benefit

If your Regular Occupation prior to your Disability was that of being retired or unemployed, you are not eligible for the Recovery Benefit.

You must be able to demonstrate that your Loss Of Earnings is solely the result of the previous Injury or Sickness for the Recovery Benefit to be payable. We will periodically review the amount of your Monthly Earnings and the relationship between your Loss Of Earnings and the Injury or Sickness that caused your Disability.

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your income when you're back at work in your regular occupation but you're still not earning your full income. It kicks in when you continue to experience a loss of 20% or more of your income because of your injury or sickness.

This benefit helps you rebuild

If the Indexed Cost of Living Benefit Rider is part of the policy, the Recovery Benefit will be calculated based on the Adjusted Basic Monthly Benefit (instead of the Basic Monthly Benefit) last paid before you Recovered from your Disability. No additional increases under the Indexed Cost of Living Benefit Rider will be made while Recovery Benefits are payable under this rider.

The Premium Waiver Benefit in the policy will apply while Recovery Benefits are payable. Other benefits under your policy will not be payable while Recovery Benefits are payable.

The Recovery Benefit will no longer be payable on the date that the first of the following events occurs:

- you are no longer working in your Regular Occupation for a reason other than your Disability;
- You are working fewer hours than you worked prior to your Disability;
- your Loss Of Earnings is less than 20%;
- your Loss Of Earnings is no longer solely due to the Injury or Sickness that caused your Disability;
- you become Disabled again; or
- the Maximum Benefit Period ends.

## DEFINITIONS

When used in this rider, these terms are defined as follows:

**CPI-U** means the average Consumer Price Index For All Urban Consumers published by the United States Department of Labor. If the CPI-U is changed or discontinued, we will use a similar index upon approval by the Interstate Insurance Product Regulation Commission. We will notify you of any change in the index before we use it.

Calendar Year means a year measured inclusively from January 1 to December 31.

Change Date means the first of the month following any anniversary of the date your Disability started.

**Indexed Predisability Earnings** means your Predisability Earnings adjusted by the applicable rate of increase in the CPI-U. During your first year of Disability, Indexed Predisability Earnings is the same as Predisability Earnings. After that, Indexed Predisability Earnings will be adjusted on each Change Date, by multiplying the current Predisability Earnings by an **Index Factor**. On the first Change Date, the Index Factor will be calculated by dividing the CPI-U for the calendar month four months before your date of Disability by the CPI-U for the calendar month 16 months before that Change Date. For all subsequent Change Dates, the Index Factor will be calculated by dividing the CPI-U for the calendar month four months before the current Change Date by the CPI-U for the calendar month four months before the prior year's Change Date. If there is no increase in the CPI-U, there will be no increase in the Indexed Predisability Earnings for the current Change Date. However, the Index Factor will never be less than 1, regardless of changes in the CPI-U.

**Recovery Benefit** means any benefit payment or payments made under this policy after you have Recovered from Disability.

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# **GENERAL PROVISIONS**

# **RIDER PREMIUM**

The annual premium for this rider is shown on the Policy Data page. We can change the premium amount only: (1) After the rider has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

# RIDER EFFECTIVE DATE

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

## TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the effective date of this rider.

# **TERMINATION OF RIDER**

This rider will end on the Termination Date unless the policy ends for any reason prior to that. In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

# PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

> THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK By

Daniel J. McMillan

President and CEO

alleson J. Stumbo

Allison Stumbo Corporate Secretary

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# THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

# ENHANCED RESIDUAL DISABILITY RIDER

For purposes of this rider only, the definitions of Disability/Disabled and Disability Benefit/Disability Benefits in the policy are changed as follows:

**Disability/Disabled** means Total Disability/Totally Disabled, as defined in the policy; and Residual Disability/Residually Disabled, as defined below.

**Disability Benefit / Disability Benefits** means any benefit payment or payments for Total Disability or Residual Disability that are made under this policy.

# RESIDUAL DISABILITY

You will be eligible for a Disability Benefit during your Residual Disability if you meet the requirements below.

During the Benefit Waiting Period, Residual Disability/Residually Disabled means:

- you are not Totally Disabled; and
- you are working in your Regular Occupation or any other occupation; and
- due to your Injury or Sickness, you have a Loss Of Duties, or a Loss Of Time, or a Loss Of Income; and
- you are receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness. This Regular Medical Care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

## After the Benefit Waiting Period, Residual Disability/Residually Disabled means:

- you are not Totally Disabled; and
- you are working in your Regular Occupation or any other occupation; and
- due to your Injury or Sickness, you have a Loss Of Income; and
- you are receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness. This Regular Medical Care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

**Loss Of Duties** means you are able to perform some but not all Substantial And Material Duties. The Substantial And Material Duties which you are unable to perform must account for at least 20% of the time you spent in your Regular Occupation prior to the date of Disability.

► Loss Of Time means you are able to perform all Substantial And Material Duties but you are unable to do them for at least 20% of the time you spent in your Regular Occupation prior to the date of Disability.

Loss Of Income means your Indexed Predisability Earnings minus your Monthly Earnings. Your Loss Of Income must be at least 20% of your Indexed Predisability Earnings and be solely due to the Injury or Sickness that caused your Disability.

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This rider provides a benefit if you're residually disabled rather than totally disabled.

waiting period while you're working but experiencing a loss of income or duties or time because of an injury or sickness.

You can satisfy the benefit

When you can work but can't perform those duties that make up at least 20% of your work time, this qualifies as a loss of duties.

When you can do all of your duties at work but you can't do them at least 20% of the time that you previously spent doing them, this qualifies as a loss of time.

When you experience at least a 20% loss in earnings because of an injury or illness, this qualifies as a loss of income. This rider pays at least 50% of your basic monthly benefit for the first 12 months that you receive residual disability benefits. After that, the benefit amount depends on the percentage of income lost.

This benefit helps you rebuild your income when you're back at work in your regular occupation but you're still not earning your full income. It kicks in when you continue to experience a loss of 20% or more of your income because of your injury or sickness.

# BENEFIT FOR RESIDUAL DISABILITY

To satisfy the Benefit Waiting Period, you can be either Totally Disabled or Residually Disabled. Once the Benefit Waiting Period has been satisfied, Disability Benefits become payable.

The Disability Benefit for Residual Disability will be based on your Loss Of Income, as shown below.

If your Loss Of Income divided by your Indexed Predisability Earnings is:

- more than 80%, the Disability Benefit will equal the Basic Monthly Benefit.
- 20% to 80%, the Disability Benefit will equal a portion of the Basic Monthly Benefit. The amount will be determined each month as follows:

your Loss Of Income your Indexed Predisability Earnings x the Basic Monthly Benefit

• less than 20%, no Disability Benefit is payable.

However, for the first twelve months that a Disability Benefit is payable for Residual Disability, we will pay no less than 50% of the Basic Monthly Benefit.

If the Indexed Cost Of Living Benefit Rider is part of the policy, we will use the Adjusted Basic Monthly Benefit to calculate the Disability Benefit for Residual Disability.

Disability Benefits will no longer be payable for Residual Disability on the date that the first of the following events occurs:

- you are no longer Residually Disabled;
- your Loss Of Income is no longer solely due to the Injury or Sickness that caused your Disability;
- you become Totally Disabled; or
- the Maximum Benefit Period ends.

# RECOVERY BENEFIT

If you experience a Recovery from your Disability, we will pay you a Recovery Benefit if:

- you are working in your Regular Occupation or any other occupation, and working at least as many hours as you worked prior to Disability; and
- you continue to have a Loss Of Earnings of at least 20%, and that Loss Of Earnings is solely due to the previous Injury or Sickness that caused your Disability.

## Loss Of Earnings means:

<u>your Indexed Predisability Earnings on the date of your Recovery – your Monthly Earnings</u> your Indexed Predisability Earnings on the date of your Recovery

The amount of Recovery Benefit we pay will equal:

your Loss Of Earnings x the Basic Monthly Benefit

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If your Regular Occupation prior to your Disability was that of being retired or unemployed, you are not eligible for the Recovery Benefit.

You must be able to demonstrate that your Loss Of Earnings is solely due to the previous Injury or Sickness for the Recovery Benefit to be payable. We will periodically review the amount of your Monthly Earnings and the relationship between your Loss Of Earnings and the Injury or Sickness that caused your Disability.

If the Indexed Cost of Living Benefit Rider is part of the policy, the Recovery Benefit will be calculated based on the Adjusted Basic Monthly Benefit (instead of the Basic Monthly Benefit) last paid before you Recovered from your Disability. No additional increases under the Indexed Cost of Living Benefit Rider will be made while Recovery Benefits are payable under this rider.

The Premium Waiver Benefit in the policy will apply while Recovery Benefits are payable. Other benefits under your policy will not be payable while Recovery Benefits are payable.

The Recovery Benefit will no longer be payable on the date that the first of the following events occurs:

- you are no longer working in your Regular Occupation or any other occupation for a reason other than your Disability;
- you are working fewer hours than you worked prior to your Disability;
- your Loss Of Earnings is less than 20%;
- your Loss Of Earnings is no longer solely due to the Injury or Sickness that caused your Disability;
- you become Disabled again; or
- the Maximum Benefit Period ends.

## DEFINITIONS

When used in this rider, these terms are defined as follows:

**CPI-U** means the average Consumer Price Index For All Urban Consumers published by the United States Department of Labor. If the CPI-U is changed or discontinued or we will use a similar index upon approval by the Interstate Insurance Product Regulation Commission. We will notify you of any change in the index before we use it.

Calendar Year means a year measured inclusively from January 1 to December 31.

Change Date means the first of the month following any anniversary of the date your Disability started.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the applicable rate of increase in the CPI-U. During your first year of Disability, Indexed Predisability Earnings is the same as Predisability Earnings. After that, Indexed Predisability Earnings will be adjusted on each Change Date, by multiplying the current Predisability Earnings by an Index Factor. On the first Change Date, the Index Factor will be calculated by dividing the CPI-U for the calendar month four months before your date of Disability by the CPI-U for the calendar month 16 months before

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that Change Date. For all subsequent Change Dates, the Index Factor will be calculated by dividing the CPI-U for the calendar month four months before the current Change Date by the CPI-U for the calendar month four months before the prior year's Change Date. If there is no increase in the CPI-U, there will be no increase in the Indexed Predisability Earnings for the current Change Date. However, the Index Factor will never be less than 1, regardless of changes in the CPI-U.

**Recovery Benefit** means any benefit payment or payments made under this policy after you have Recovered from Disability.

## GENERAL PROVISIONS

### **RIDER PREMIUM**

The annual premium for this rider is shown on the Policy Data page. We can change the premium amount only: (1) After the rider has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

## **RIDER EFFECTIVE DATE**

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

#### TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the effective date of this rider.

## **TERMINATION OF RIDER**

This rider will end on the Termination Date unless the policy ends for any reason prior to that. In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

## PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK By

Daniel J. McMillan President and CEO

alleson J. Stimles

Allison Stumbo Corporate Secretary

PR204(9/16)NY

## THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

# SHORT-TERM RESIDUAL DISABILITY RIDER

For purposes of this rider only, the definitions of Disability/Disabled and Disability Benefit/Disability Benefits in the policy are changed to read:

**Disability/Disabled** means (1) Total Disability/Totally Disabled, as defined in the policy; and (2) Residual Disability/Residually Disabled, as defined below.

**Disability Benefit / Disability Benefits** means any benefit payment or payments for Total Disability or Residual Disability that are made under this policy.

# RESIDUAL DISABILITY

You will be eligible for a Disability Benefit during your Residual Disability if you meet the requirements below.

**Residual Disability/Residually Disabled** means you are not Totally Disabled, and you are working in your Regular Occupation; but due to your Injury or Sickness:

- you are unable to perform one or more of the Substantial And Material Duties of your Regular Occupation; or you are performing all of the Substantial And Material Duties of your Regular Occupation but for <u>not more than 50%</u> of the time that you did immediately prior to your Injury or Sickness; and
- you have a Loss Of Income; and
- you are receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness. This Regular Medical Care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

**Loss Of Income** means your Indexed Predisability Earnings minus your Monthly Earnings. Your Loss Of Income must be at least 20% of your Indexed Predisability Earnings and be solely due to the Injury or Sickness that caused your Disability.

# BENEFIT FOR RESIDUAL DISABILITY

To satisfy the Benefit Waiting Period, you can be either Totally Disabled or Residually Disabled. Once the Benefit Waiting Period has been satisfied, Disability Benefits become payable.

The Disability Benefit for Residual Disability payable each month will be based on your Loss Of Income, as shown below.

If your Loss Of Income divided by your Indexed Predisability Earnings is:

- more than 80%, the Disability Benefit will equal the Basic Monthly Benefit.
- 20% to 80%, the Disability Benefit will equal 50% of the Basic Monthly Benefit.
- Less than 20%, no Disability Benefit is payable.

Disability Benefits will no longer be payable for Residual Disability on the date that the first of the following events occurs:

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This rider provides a benefit if you're residually disabled rather than totally disabled.

This rider pays at least 50% of your policy's basic monthly benefit for up to six months if you are residually disabled. If your loss of income is more than 80%, the benefit will equal the basic monthly benefit.

You are considered residually disabled if you can't do one

or more of your substantial

and material duties, or if you can do all of your substantial and material duties but for

only 50% or less of the time

you previously spent doing

them. You must also have a loss of income of at least

20%

- you are no longer Residually Disabled;
- your Loss Of Income is no longer solely due to the Injury or Sickness that caused your Disability;
- you become Totally Disabled;
- Six months of Disability Benefits for Residual Disability have been paid; or
- The Maximum Benefit Period ends.

If Disability Benefits end because six months of Disability Benefits for Residual Disability have been paid, you may not become eligible for a new period of Disability unless you return to working at least 30 hours per week for at least [6] [12] consecutive months, as set forth in the policy's Recurrent Disability provision.

## **GENERAL PROVISIONS**

#### **RIDER PREMIUM**

The annual premium for this rider is shown on the Policy Data page. We can change the premium amount only: (1) After the rider has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

#### **RIDER EFFECTIVE DATE**

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

#### TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the effective date of this rider.

## **TERMINATION OF RIDER**

This rider will end on the Termination Date unless the policy ends for any reason prior to that. In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

## PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK By

Daniel J. McMillan President and CEO

allison J. Stumps

Allison Stumbo Corporate Secretary

PR205(9/16)NY

If you are catastrophically disabled, you will be paid a monthly benefit, in addition to any other benefit under the policy.

#### THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

# CATASTROPHIC DISABILITY BENEFIT RIDER

This rider provides benefits for Catastrophic Disability if you meet the eligibility requirements as defined below.

#### DEFINITIONS

**ACTIVITY** / **ACTIVITIES OF DAILY LIVING** – These are: Bathing; Continence; Dressing; Eating; Toileting; and Transferring, as defined below.

**BATHING** - Washing oneself with or without the help of adaptive devices. Washing may be in the tub or shower or by sponge bath.

**CONTINENCE** – (1) Voluntarily controlling bowel and bladder function; or (2) If incontinent, maintaining a reasonable level of personal hygiene.

**DRESSING** – Putting on or removing all items of: clothing and footwear; medically necessary braces; and artificial limbs.

**EATING** – Getting food and fluid into the body. This may be done: manually or intravenously; or by feeding tube.

**TOILETING** – (1) Getting to and from, and on and off, the toilet; and/or (2) performing related personal hygiene.

**TRANSFERRING** – Moving into or out of: a bed, a chair or a wheelchair. This may be done with or without adaptive devices.

Catastrophic Disability / Catastrophically Disabled means that due to your Injury or Sickness:

- you are unable to safely and completely perform two or more Activities Of Daily Living without Hands-On Assistance or Standby Assistance due to loss of functional capacity;
- you require Substantial Supervision for your health or safety due to Severe Cognitive Impairment; or
- you are Presumptively Disabled.

**Hands-On Assistance** means the physical assistance of another person without which there would be an inability to perform the Activity Of Daily Living in question.

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is:

- comparable to and includes Alzheimer's disease and similar forms of irreversible dementia, including dementia resulting from stroke or trauma, or infectious conditions; and
- measured by clinical evidence and standardized tests approved by us that reliably
  measure impairment in short-term or long-term memory, orientation as to people, places
  or time, and deductive or abstract reasoning.

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**Standby Assistance** means the presence of another person within arm's reach that is necessary to prevent, by physical intervention, injury while performing the Activity Of Daily Living in question.

**Substantial Supervision** means continual supervision by another person that is necessary for protection from threats to health or safety (such as may result from wandering). It may include cueing by verbal prompting or gestures, or other similar demonstrations.

## BENEFIT FOR CATASTROPHIC DISABILITY

You are eligible for a Catastrophic Disability Benefit if:

- you become Catastrophically Disabled while this rider is in force; and
- you continue to be Catastrophically Disabled; and
- Disability Benefits are payable for Total Disability.

While you are eligible for a Catastrophic Disability Benefit, payment of this benefit will begin at the same time Disability Benefits begin, will be paid monthly at the same time Disability Benefits are paid and will cease at the end of the Maximum Benefit Period shown on the Policy Data page.

The amount of the Catastrophic Disability Benefit is shown on the Policy Data page. Payment of Catastrophic Disability Benefits will be in addition to any other benefit payment that may be due under the policy or any other rider made part of the policy.

Catastrophic Disability benefits will not directly or indirectly provide any coverage for long term care services.

## **GENERAL PROVISIONS**

## RIDER PREMIUM

The annual premium for this rider is shown on the Policy Data page. We can change the premium amount only: (1) After the rider has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

## RIDER EFFECTIVE DATE

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

#### TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the effective date of this rider.

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# **TERMINATION OF RIDER**

This rider will end on the policy's Termination Date unless the policy ends for any reason prior to that. In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

# PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By

Daniel J. McMillan President and CEO

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Allison Stumbo Corporate Secretary

PR208(9/16)NY

To help your disability benefits keep up with inflation while you're disabled, this rider builds in annual increases to your monthly benefit, with compounding.

When you recover from your disability, you can apply to increase your coverage up to the adjusted benefit amount that you received under this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

# INDEXED COST OF LIVING BENEFIT RIDER

This rider provides a Cost of Living Adjustment to the Basic Monthly Benefit, compounded each year for a Disability continuing more than one year.

# DEFINITIONS

Adjusted Basic Monthly Benefit means the Basic Monthly Benefit plus any Cost Of Living Adjustment(s) made under this rider.

Adjustment Rate means the percentage used to determine the adjustment under this rider.

Change Date means the first of the month following any anniversary of the date your Disability started.

**Cost Of Living Adjustment** means the net financial effect of applying the Adjustment Rate on each Change Date.

**CPI-U** means the Consumer Price Index For All Urban Consumers published by the United States Department of Labor. If the CPI-U is changed or discontinued, we will use a similar index.

# COST OF LIVING ADJUSTMENT

If Disability Benefits are payable on an applicable Change Date, we will make an adjustment to the Basic Monthly Benefit under this rider. A Cost of Living Adjustment will be made on the first Change Date and will continue on any subsequent Change Date while you remain Disabled for the same claim.

If Disability Benefits are not payable on a Change Date because you have Recovered from a prior Disability, a Cost of Living Adjustment will be made on that Change Date if you later have a Recurrent Disability. A Cost Of Living Adjustment will not be made on a Change Date, however, if Disability Benefits are not payable on a Change Date and you have a Recovery longer than [6] [12] months.

If you no longer qualify for Recurrent Disability for a period of Disability due to the length of your Recovery, any Cost of Living Adjustment for that period of Disability will no longer apply. For any future Disability covered by this policy, the Adjusted Basic Monthly Benefit will again be the then current Basic Monthly Benefit before its first Change Date.

# COST OF LIVING ADJUSTMENT RATE

On the first Change Date, we will adjust the Basic Monthly Benefit by multiplying the Basic Monthly Benefit by the Adjustment Rate. On each subsequent Change Date, the Adjusted Basic Monthly Benefit on and after that Change Date is equal to the Adjusted Basic Monthly Benefit before that Change Date, multiplied by the Adjustment Rate of that Change Date.

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The Adjustment Rate is calculated by dividing the CPI-U for the calendar month four months before the Change Date by the CPI-U for the calendar month 16 months before that Change Date. If this ratio is less than 1.00, the Adjustment Rate shall be 1.00. If this ratio is greater than [1.03] [1.06], then the Adjustment Rate shall be [1.03] [1.06].

# COST OF LIVING BENEFIT PURCHASE OPTION

Within 90 days after Disability Benefits {and Recovery Benefits} end, and while this policy is in force, the Owner may apply to purchase an increase in the policy's Basic Monthly Benefit.

To qualify for the increase, the following must be true on the date of the application to purchase an increase:

- a Cost Of Living Adjustment was made under this rider at the time Disability Benefits {and Recovery Benefits} ended; and
- you are working at least 30 hours per week.

Evidence of your health is not required.

The Owner may choose to increase the Basic Monthly Benefit to:

- the Adjusted Basic Monthly Benefit at the time Disability Benefits {and Recovery Benefits} ended; or
- a lower amount, but not less than \$200 more than the current Basic Monthly benefit.

The amount of purchase will be subject to our Issue And Participation Limits and our underwriting rules and guidelines at the time of purchase. After this purchase any amount of increase remaining will not be available for later purchase.

The effective date of the purchased increase is the Policy Anniversary day falling in the next Policy Month starting after Disability Benefits {and Recovery Benefits} ended and premiums are no longer waived. The purchased increase will apply only to benefits resulting from a Disability that begins after the effective date of the purchase.

The premium for the purchase will be based on our rates in effect for your age and Risk Class on the date the increase takes effect.

The Owner's written application for the increase must be received at our Administrative Office within 90 days after Disability Benefits {and Recovery Benefits} end and premiums are no longer waived. In addition, the required premium for the increase must be received within 31 days after our receipt of the application. The purchase will be in the form of an increase to this policy or a new policy, as determined by us.

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### **GENERAL PROVISIONS**

## **RIDER PREMIUM**

The annual premium for this rider is shown on the Policy Data page. We can change the premium amount only: (1) After the rider has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

## RIDER EFFECTIVE DATE

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by an endorsement signed by you and the Owner, if different.

#### TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the Rider Effective Date.

### **TERMINATION OF RIDER**

This rider will end on the policy's Termination Date unless the policy ends for any reason prior to that. In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

### PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider; and do not conflict with this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By

Daniel J. McMillan President and CEO

allison J. Stumbo

Allison Stumbo Corporate Secretary

PR200(9/16)NY

As long as you pay premiums on time, The Standard can't change or cancel your policy, or raise the premium rate at any time before the policy's termination date.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

# NONCANCELABLE POLICY RIDER

This rider changes the policy and all riders made part of the policy from Guaranteed Renewable to Noncancelable and Guaranteed Renewable.

The entire paragraph on the policy face page, starting with "GUARANTEED RENEWABLE TO AGE [65] [67]," is replaced with the following:

NONCANCELABLE AND GUARANTEED RENEWABLE TO AGE [65] [67]. If the Insured's Issue Age, as shown on the Policy Data page, is under age 65, this policy is noncancelable and guaranteed renewable until the Policy Anniversary on or next following the Insured's [65th] [67th] birthday (the Termination Date shown on the Policy Data page). If the Insured's Issue Age is age 65 or older, this policy is noncancelable and guaranteed renewable until the first Policy Anniversary (the Termination Date shown on the Policy Data page). Data page).

NO CHANGE IN PREMIUM RATES. As long as the premium is paid by the end of each grace period, until the Termination Date, we cannot change: (1) The policy; or (2) Its premium. The policy will end on the Termination Date, except as provided by the RENEWAL OPTION AFTER THE TERMINATION DATE provision. See that provision for premium changes that apply if the policy is continued under the Renewal Option.

The first paragraph of the Premiums provision in the policy under PREMIUMS, REINSTATEMENT, TERMINATION is replaced with the following:

## PREMIUMS

The premium is the amount we charge at regular intervals to keep this policy in force and is shown on the Policy Data Page. We cannot change the premium while this policy is in force, prior to the Termination Date. Premiums are payable at our Administrative Office. The first premium is due on or before the Policy Effective Date. If the first premium is not paid, the policy is never in force.

On any riders issued with this policy, other than this rider and any rider for which there is no premium, the Rider Premium provision under GENERAL PROVISIONS is replaced with the following:

### **RIDER PREMIUM**

The annual premium for this rider is shown on the Policy Data page. We cannot change the premium amount.

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# **GENERAL PROVISIONS**

### **RIDER PREMIUM**

The annual premium for this rider is included on the Policy Data page as part of the base policy premium.

### **RIDER EFFECTIVE DATE**

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

## **TERMINATION OF RIDER**

This rider will end on the policy's Termination Date unless the policy ends for any reason prior to that. In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

# TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the effective date of this rider.

# PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK By

allison J. Stumbo

Daniel J. McMillan President and CEO

Allison Stumbo Corporate Secretary

PR202(9/16)NY

# This rider changes the policy's definition of total disability to mean that you'll be considered totally disabled if you can't perform the substantial and material duties of your regular occupation even if you're earning money in another occupation.

Your regular occupation may include a professionally recognized specialty in medicine, dentistry or law.

### THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

# OWN OCCUPATION RIDER

This rider changes the definition of Total Disability/Totally Disabled in the policy's BENEFIT FOR TOTAL DISABILITY section to read as follows:

Total Disability/Totally Disabled means that due to your Injury or Sickness:

- you are unable to perform the Substantial And Material Duties of your Regular Occupation; and
- you are receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness. This Regular Medical Care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

If you are a physician or dentist and have limited your Regular Occupation to the performance of the Substantial And Material Duties of a single specialty recognized by the American Board of Medical Specialties (ABMS) or American Osteopathic Association Bureau of Osteopathic Specialists (AOABOS) or American Dental Association (ADA), then that specialty will be deemed your Regular Occupation.

If you are an attorney and have limited your Regular Occupation to the performance of the usual and customary activities of a trial attorney, then trial attorney will be deemed your Regular Occupation. The usual and customary activities of a trial attorney are personal participation in: civil or criminal trials, administrative rule making or contested case hearings, Workers' Compensation hearings, arbitration and mediation hearings, and the taking or defending of depositions. No legal specialty other than trial attorney will be accepted as a Regular Occupation for the purposes of this rider.

## **GENERAL PROVISIONS**

#### RIDER PREMIUM

The annual premium for this rider is shown on the Policy Data page. We can change the premium amount only: (1) After the rider has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

## **RIDER EFFECTIVE DATE**

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

#### **TERMINATION OF RIDER**

This rider will end on the policy's Termination Date unless the policy ends for any reason prior to that. In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

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### TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the Rider Effective Date.

# PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK By

Daniel J. McMillan

President and CEO

allison J. Stumbo Allison Stumbo

Allison Stumbo Corporate Secretary

PR206(9/16)NY

This rider allows you to keep "your regular occupation" definition of total disability beyond the 24-month period of the policy, rather than changing to "any occupation." The extension stays in effect through the life of the policy.

#### THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

### REGULAR OCCUPATION EXTENSION POLICY RIDER

This rider changes the definition of Total Disability/Totally Disabled in the policy's BENEFITS FOR TOTAL DISABILITY section to read as follows:

Total Disability/Totally Disabled means that due to your Injury or Sickness:

- you are unable to perform the Substantial And Material Duties of your Regular Occupation; and
- you are not engaged in any other job or occupation for wage or profit; and
- you are receiving Regular Medical Care from one or more Physician(s) appropriate for your Injury or Sickness. This Regular Medical Care requirement will be waived when we receive written proof, satisfactory to us, that further care would be of no benefit to you.

#### GENERAL PROVISIONS

#### RIDER PREMIUM

The annual premium for this rider is shown on the Policy Data page. We can change the premium amount only: (1) After the rider has been in force for three years; and (2) If the change applies to all policies with like benefits insuring the same Risk Class.

### RIDER EFFECTIVE DATE

The effective date for this rider is the same as the Policy Effective Date, unless a different effective date has been given to this rider by endorsement signed by you and the Owner, if different.

### **TERMINATION OF RIDER**

This rider will end on the Termination Date unless the policy ends for any reason prior to that. In addition, the Owner may terminate this rider by sending us a written request. Such termination will be effective on the date the request is received at our Administrative Office, or on the date the Owner requests, subject to our approval. Termination of this rider may require termination of other riders.

### TIME LIMIT ON CERTAIN DEFENSES

The policy's Time Limit On Certain Defenses provision will apply to this rider as of the Rider Effective Date.

# PART OF POLICY

This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider and do not conflict with this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By

Daniel J. McMillan President and CEO

Allison Stumbo

Corporate Secretary

PR207(9/16)NY

The Standard Life Insurance Company of New York

### DISABILITY INCOME POLICY LIMITATION FOR MENTAL DISORDER AND/OR SUBSTANCE ABUSE

POLICY ENDORSEMENT

This endorsement is part of the policy shown below.

Insured: [Name]

Policy Number: [Number]

Owner: [Owner]

Effective Date of this Endorsement: [Date]

We, The Standard Life Insurance Company of New York, issue this policy on the express condition or conditions that this policy is changed as noted below.

The following provision is added to the EXCLUSIONS AND LIMITATIONS section of the policy:

#### LIMITATION FOR MENTAL DISORDER AND/OR SUBSTANCE ABUSE

Except as noted below, payment of Disability Benefits and Recovery Benefits is limited to a total of 24 months during your entire lifetime for Disability caused or contributed to by, or by medical or surgical treatment for, a Mental Disorder and/or Substance Abuse.

This limitation does not apply to any period during which you are confined in a Hospital solely because of a Mental Disorder.

The following provisions are added to the **DEFINITIONS** section of the policy:

Hospital means a short-term, acute, general hospital, which:

- Is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- Has organized departments of medicine and major surgery;
- Has a requirement that every patient must be under the care of a physician;
- Provides 24-hour nursing services by or under the supervision of a registered professional nurse (R.N.);
- Is duly licensed by the agency responsible for licensing such hospitals; and
- Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

**Mental Disorder** means an abnormality, disorder, disturbance, dysfunction or syndrome that is mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related, regardless of cause (which may include any biological or biochemical disorder or imbalance of the brain) and regardless of the presence of physical symptoms, for which you are under the regular care of a licensed psychiatrist or psychologist or other appropriately licensed health care practitioner. Mental Disorder includes, but is not limited to:

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This endorsement limits the period of benefits payments to 24 months for a disability due to a mental disorder and/ or substance abuse.

- bipolar affective disorder or organic brain syndrome;
- schizophrenia or other psychotic or delusional disorders;
- post-traumatic stress disorder;
- depression and depressive disorders; or
- anxiety and anxiety disorders.

Mental Disorder does not include Alzheimer's disease and similar forms of irreversible dementia, including dementia resulting from stroke or trauma, or infectious conditions.

**Substance Abuse** means any excessive use or, abuse of, intoxication from, dependence on, addiction to, or withdrawal from alcohol or drugs in any form. Abuse may occur with or without medical supervision. It includes taking drugs in excess of the prescribed dosage.

#### GENERAL PROVISIONS

#### TERMINATION OF ENDORSEMENT

This endorsement will continue as part of the policy as long as the policy stays in force. This endorsement will end on the date the policy ends for any reason.

### PART OF POLICY

This endorsement is part of the policy to which it is attached. All policy terms and conditions will apply to this endorsement if they have not been changed by this endorsement and do not conflict with this endorsement.

{	Signed at			on	
Signature of Proposed Insured		City	State	Date	
	Signed at			on	
Signature of Owner (If Other than Proposed Insured)		Citv	State	Date	

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By

Daniel J. McMillan

President and CEO

allison J. Stumbo

Allison Stumbo Corporate Secretary

PE100(9/16)NY

#### THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

### POLICY LIMITATION FOR PRE-EXISTING CONDITIONS POLICY ENDORSEMENT

This endorsement is part of the policy shown below.

Insured: [Name]

Policy Number: [Number]

Owner: [Owner]

Effective Date of this Endorsement: [Policy Effective Date]

We, The Standard Life Insurance Company of New York issue this policy on the express condition or conditions that this policy is changed as noted below.

This endorsement adds the following provision to the EXCLUSIONS AND LIMITATIONS section of the policy. This addition applies as of the Policy Effective Date.

# **PRE-EXISTING CONDITIONS**

Except as noted below, for Disabilities caused or contributed to by a Pre-existing Condition, or by a medical or surgical treatment of a Pre-existing Condition, we will pay Disability Benefits only if, on the date you become Disabled, the policy has been continuously in force for 12 consecutive months.

**Pre-existing Condition** means any mental or physical condition for which, during the [3 / 6 / 12] month period ending the day before the Policy Effective Date:

- you have consulted a physician or any other licensed medical professional, or received medical treatment or services;
- you have undergone diagnostic procedures or you have taken prescription drugs or medications; or
- a reasonably prudent person would have sought medical advice, care or treatment.

Benefits for a Disability caused or contributed to by a Pre-existing Condition will be payable only if the Pre-existing Condition is fully disclosed in the application and it is not specifically excluded from coverage by amendment or endorsement.

If the application for this policy does not seek disclosure of Pre-existing Conditions, and a Pre-existing Condition is not specifically excluded in the policy or in a policy endorsement, Disability due to that Pre-existing Condition is excluded for the first 12 months following the Policy Effective Date. After the first 12 months, Disability due to Pre-existing Condition is excluded for the Policy Effective Date, the Disability due to that Pre-existing Condition is excluded for the Policy Effective Date, the Disability due to that Pre-existing Condition is excluded for the first 6 months following the Policy Effective Date, and after the first 6 months, the Disability due to the Pre-existing Condition is covered by this policy.

PE101(9/16)NY

GENERA	AL PROVISIONS		
TERMINATION OF ENDORSEMENT			
This endorsement will continue as part of th endorsement will end on the date the policy	e policy as long as ends for any reasc	the policy stays in fo m.	rce. This
PART OF POLICY			
This endorsement is part of the policy to wh apply to this endorsement if they have not b conflict with this endorsement.			
	Signed at		on
Signature of Proposed Insured	City	State	Date
Signature of Owner (If Other than Proposed Insured)	_ Signed at City	State	on Date
THE STANDARD LIFE INSU	JRANCE COMPAN	Y OF NEW YORK	
Daniel J. McMillan President and CEO	By	Allison J. Am Allison Stumb Corporate Secre	0

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products in New York are offered by, and the sole responsibility of, The Standard Life Insurance Company of New York of White Plains, New York. The Standard Life Insurance Company of New York is licensed to solicit insurance business in only the state of New York.

This is a specimen Platinum Advantage policy. It is not an actual contract. For use in New York only.

B180GSI NY

The Standard Life Insurance Company of New York 333 Westchester Avenue, West Building, Suite 300 White Plains, NY 10604

Platinum Advantage GSI: Annotated Sample Policy SNY **19813** (5/22)