

# Income Protection Insurance

## Platinum Advantage for GME

### Annotated Sample Policy Individual Disability Insurance

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



TheStandard®

The Standard Life Insurance Company of New York

INSURED: JOHN DOE

POLICY NUMBER: NYCTGME000

### 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 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 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.

**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.**

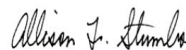
Signed at our Home Office  
333 Westchester Avenue  
West Building, Suite 300  
White Plains, New York 10601  
(914) 989-4400

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By



Daniel J. McMillan  
President and CEO



Allison Stumbo  
Corporate Secretary

B180AMR(9/16)NY

The Guaranteed Renewable language is replaced by the Noncancelable Policy Rider.

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.

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**POLICY DATA**

<b>Insured</b>	JOHN DOE	NYCTGME000	<b>Policy Number</b>
<b>Policy Effective Date</b>	[July 2, 2016]	35	<b>Issue Age</b>
<b>Owner at Issue</b>	JOHN DOE	Non-Smoker	<b>Risk Class</b>
<b>Termination Date</b>	October 13, 2048	3P	<b>Occupation Class</b>
<b>Benefit Waiting Period</b>	90 days	Male	<b>Gender</b>

This refers to the number of days after the start of your disability before you are eligible to receive a disability payment.

Our underwriting experts use risk and occupation class as factors in determining terms of coverage and premium rates.

**PREMIUM SUMMARY**

	<b>Annual Premium</b>
<b>Base Policy</b>	\$1,893.20
<b>Riders</b>	\$1,238.52
<b>Net Annual Premium:</b>	<b>\$3,131.72*</b>

**Mode of Premium Payment:** [Special Monthly]      **Amount:** \$274.03

There are four premium modes available. The total amount due over a policy year varies by the mode selected. The mode you chose is noted above. The total due over the policy year for this mode and the difference between that total and the net annual premium payment are noted below:

<b>Total of [Special Monthly] Premium Payments:</b>	\$3,288.36
Difference between net annual premium and total [Special Monthly] payments:	\$156.64

\*The Net Annual Premium reflects the following discount(s):

Graduate Medical Education Discount	15%
Mental Disorder/Substance Abuse Limitation	10%

**NONCANCELABLE / GUARANTEED RENEWABLE POLICY**

**BASIC POLICY BENEFITS To Age 67**

<b>Commencement Date</b>	91 <sup>st</sup> day of Disability
<b>Basic Monthly Benefit</b>	\$5,000
<b>Maximum Benefit Period:</b>	To Age 67 – Determined by Your age when Disability begins; see Schedule of Maximum Benefit Periods on the next page.

This is the maximum amount of time we will pay benefits under your policy.

**POLICY DATA  
(CONTINUED)**

**Insured** JOHN DOE **NYCTGME000** **Policy Number**

**Schedule of Maximum Benefit Periods**

<u>Age When Disability Begins</u>	<u>Maximum Benefit Period</u>
61 or younger.....	To age 67
62.....	60 months
63.....	48 months
64.....	42 months
65.....	36 months
66.....	30 months
67.....	24 months

Some added benefits are included automatically under the GME program.

**ADDED BENEFITS**

<b>Rider</b>	<b>Amount Of Benefits</b>	<b>Annual Premium Prior to Age 67</b>
<b>Noncancelable Policy Rider</b>		*
<b>Benefit Increase Rider</b> Expiration Date: October 13, 2036		0
<b>Indexed Cost of Living Rider</b> 3%		\$406.04
<b>Catastrophic Disability Benefit Rider</b> \$5,000.00 Per Month		\$209.23
<b>Enhanced Residual Disability Benefit Rider</b>		\$343.54
<b>Own Occupation Benefit Rider</b>		\$279.71

Applicants may choose to add a Catastrophic Disability Benefit Rider.

**OTHER**

<b>Pre-existing Conditions Limitation</b>	*
<b>Total Premium for Riders and Other</b>	\$1,238.52

\* Premium included in base policy premium and any applicable rider premium.

If this policy was issued with an increased premium, exclusion or other modification, you may contact us if there are any changes to your health, occupation, avocation or other risk factor that might allow coverage to be continued without the modification. We will review the information you provide plus any other information available to us regarding all risk factors associated with you as of the time of our review. Using our underwriting rules and guidelines then in effect, we reserve the right to offer any change that we think is most appropriate, as well as the right to decline to make any change, regardless of whether the change in risk factor(s) is directly related to the reason for the policy modification.



## 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:

- 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.

**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 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.

For all GME policies, the definition of Total Disability is changed by the Own Occupation Rider. Please see page 40 for more details.

This refers to your occupation at the time you become disabled. This section also defines regular occupation for specialized physicians and dentists.

For example, a presumptive disability could be the total and permanent loss of hearing in both ears.

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 full-time. We'll pay the reasonable costs of a voluntary rehabilitation program, which may include workplace modifications, training and family care expenses.

### **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.

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.

If you're receiving disability benefits, you won't have to worry about paying your premium. This benefit allows you to maintain your coverage even though you're not making premium payments, as long as disability benefits are payable.

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.

## 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.



## 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 Waiting Period</u>		<u>Consecutive Days</u>
60 days	<i>must be reached within</i>	120 days
90 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.

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 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 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 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 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.

#### **PRE-EXISTING CONDITIONS**

Disability Benefits for a Disability caused or contributed to by a Pre-existing Condition, or by a medical or surgical treatment of 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.

**Pre-existing Condition** means any mental or physical condition for which, during the 365 days immediately prior to 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.

**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.

(This space is intentionally left blank.)

## CLAIMS

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

### 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, a letter that includes written proof of the date the Disability began and 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.

When you file a claim, you'll be required to send us "proof of loss." We explain what that means in this section.

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.

There may be times when we ask you to undergo medical or financial exams — at our expense — to confirm that you continue to be 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.

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

#### **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.

If we close or deny your claim, you have up to 180 days to request a review. When we receive your written request, we will give it our prompt attention.



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.

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.

You may suspend your policy for as long as five years while you are on full-time active duty in the military service.

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**

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.

If you're still working 30 or more hours a week after this policy's termination date and you're not disabled, you can request to continue total disability coverage under this renewal option.

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

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. Except as shown below, the same provisions, exceptions, exclusions and limitations in this policy continue to apply if the Renewal Option is elected.

The **Maximum Benefit Period** for a policy continued under this Option is as follows:

For Total Disabilities that begin on or before the Policy Anniversary immediately following your 75th birthday: The Maximum Benefit Period is 24 months.

For Total Disabilities that begin after the Policy Anniversary immediately following your 75th birthday: The Maximum Benefit Period is 12 months.

If you renew your policy after the termination date, you can receive benefits for up to two years if you become totally disabled before age 75. If your total disability begins after age 75, the maximum benefit period is one year.

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.

#### **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.

#### **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.

**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.

**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.

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 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.

**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 to your Regular Occupation.

**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.

This is when your policy is scheduled to end. After this date, it will no longer be in effect unless it is renewed under the Renewal Benefit option.

**ENHANCED RESIDUAL DISABILITY RIDER**

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

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.

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

**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.

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

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.

When you can do all of your duties at work but you can't do them for more than 80% of the time that you previously spent doing them, this qualifies as a loss of time.

**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.

When you experience at least a 20% loss in earnings because of an injury or illness, this qualifies as a loss of income.

**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.

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.

#### ➔ **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:

$$\frac{\text{your Loss Of Income}}{\text{your Indexed Predisability Earnings}} \times \text{the Basic Monthly Benefit}$$

- 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.

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

#### ➔ **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:

$$\frac{\text{your Indexed Predisability Earnings on the date of your Recovery} - \text{your Monthly Earnings}}{\text{your Indexed Predisability Earnings on the date of your Recovery}}$$

The amount of Recovery Benefit we pay will equal:

$$\text{your Loss Of Earnings} \times \text{the Basic Monthly Benefit}$$

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 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



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.

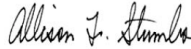
### PART OF POLICY

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

  
Allison Stumbo  
Corporate Secretary

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

**BENEFIT INCREASE RIDER**

This rider provides the option for the Owner to purchase additional coverage without having to provide medical information.

**DEFINITIONS**

**Accelerated Option** means the option for a Benefit Increase to take effect prior to an Option Date.

**Accelerated Option Date** means the date a Benefit Increase takes effect under the Accelerated Option provision. It will be the same day of the month as the Policy Anniversary, but in the month we receive the application for the Accelerated Option.

**Benefit Increase** means the additional amount of Basic Monthly Benefit purchased under this rider.

**Benefit Increase Application Period** means the 60 day period prior to an Option Date.

**Expiration Date**, as shown on the Policy Data page, means the Policy Anniversary next following your 55th birthday; and it is the date this rider ends, unless it ends earlier under the Termination Of Rider provision.

**Option Date** means the Policy Anniversary occurring three years after the Policy Effective Date and every three years thereafter, while this rider is in force.

**Issue And Participation Limits** means the maximum amount of insurance coverage we will issue in relation to your income and Risk Class, taking into account all other disability income coverage in force with us and any other company.

**BENEFIT INCREASE PROVISIONS**

**BENEFIT INCREASE**

Any Benefit Increase we offer, when added to all existing and applied for disability income insurance coverage you have with us, any other insurer, and any government agency, will not exceed our Issue And Participation Limits in effect at the time of the application.

The Benefit Increase will be in one of the following forms, as determined by us:

- an increase to this policy;
- an increase to a policy previously issued under this rider; or
- a new policy.

If a new policy is issued, it will be on the same form, having the same terms, as we are regularly offering to new applicants at the time of the Benefit Increase. The provisions, benefits and riders of the new policy may be different from this policy. The new policy will be subject to the same ratings, exclusions and limitations in effect for this policy; however, no new medical exclusions or limitations will be added.

We want to make sure you have the highest level of income protection possible with your policy, and that means you can up your coverage as your income level increases. This rider allows you to purchase increases in coverage every three years, without having to provide medical information.

This is the maximum amount of insurance coverage you can receive based on your income and risk class, up to \$15,000.

Before each benefit-increase period, we'll send you a reminder letter and an application. We'll ask you to provide information about your income, but we won't require any medical information. Then we'll determine whether you're eligible for a benefit increase. If so, we'll offer you an increase of up to the maximum amount you qualify for.

Each Benefit Increase purchased under this rider will be effective on its Option Date, or on the Accelerated Option Date if applicable. However, if you are Disabled or any benefits under this policy are payable on the Option Date or Accelerated Option Date, or if you are receiving disability benefits from any other source on that date, the Benefit Increase will not take effect until any such benefits are no longer payable and you are no longer Disabled. A Benefit Increase will apply only to a Disability that begins after the date on which that Benefit Increase became effective. A Benefit Increase will not apply to any Recurrent Disability that began prior to the effective date of the Benefit Increase.

#### **ELIGIBILITY AND APPLICATION FOR A BENEFIT INCREASE**

Applications for a Benefit Increase are submitted by the Owner. To keep this rider in force, the Owner must submit an application during each Benefit Increase Application Period for which you may be eligible for an increase. Failure to do so will result in the termination of this rider.

You may be eligible for a Benefit Increase if on the date of the application:

- you are not Disabled; and
- no benefits are payable under this policy; and
- you are not receiving disability benefits from any other source; and
- the policy is not in suspension for active military service.

If you are not eligible for a Benefit Increase, or if an Accelerated Option Date occurred within the last 12 months, this rider will continue in force and the Owner may apply for a Benefit Increase during the next Benefit Increase Application Period.

The application for a Benefit Increase will request information about your income and other disability income coverage in force or applied for. In addition, we will require documentation of your income and other information demonstrating that you are insurable under our then current underwriting rules and guidelines. Evidence of your health will not be required.

Based on the information in the application and other required information, we will determine the amount of Benefit Increase, if any. We will offer a Benefit Increase up to the maximum amount you qualify for.

If the Owner submits an application and you do not qualify for a Benefit Increase, this rider will remain in force. The Owner may then apply during the next Benefit Increase Application Period in order to keep this rider in force.

### ACCELERATED OPTION

Once in any three consecutive year period the Owner may apply for an Accelerated Option, if at the time of the application:

- you are age 50 or younger; and
- you meet the eligibility requirements listed above in the Eligibility And Application For A Benefit Increase provision, above; and
- at least one of the following occurs:
  - your Earnings have increased by at least 30% since the last Option Date or, if the first Option Date has not yet occurred, since the Policy Effective Date; or
  - you are no longer eligible to participate in an employer's group long-term disability (LTD) insurance plan; or a group LTD plan under which you were covered ends and has not been replaced with similar coverage. Discontinuing your participation in your employer's voluntary group LTD plan does not satisfy this requirement.

We must receive the application for an Accelerated Option not more than 90 days after the date your Earnings have increased or the date your coverage under a group LTD plan ends, whichever is applicable. In addition to the application, income documentation and other financial information, we may require information about your loss of LTD coverage, if applicable.

If we receive the application less than 60 days before the next Option Date, it will be considered an application for a Benefit Increase on that Option Date.

Approval of the application will be subject to our Issue And Participation Limits and our underwriting rules and guidelines in effect at the time of your application.

A Benefit Increase approved and accepted under the Accelerated Option will be effective on the Accelerated Option Date.

### ACCEPTANCE OF BENEFIT INCREASE

No Benefit Increase will be placed in force until the Benefit Increase has been accepted by the Owner and the first full premium is paid. The Owner may accept less than 100% of any Benefit Increase we offer; however, acceptance of less than 50% will terminate this rider.

### PREMIUM FOR EACH BENEFIT INCREASE

The premium for each Benefit Increase will be based on the rate for your attained age on the Option Date, or Accelerated Option Date if applicable. Your Risk Class for each Benefit Increase will be the same as it was on the effective date of this rider.

You may decline an increase, but to keep this rider in effect, you must accept at least 50% of any benefit increase we offer and agree to pay the additional premium. For example, if we offer you a \$400 increase in your basic monthly benefit, you must accept at least a \$200 increase or this rider will end.

Your premium will increase as your basic monthly benefit increases. The change in the amount you pay will be based on your age on the increase date and your original risk class.

## GENERAL PROVISIONS

### RIDER PREMIUM

There is no premium for this rider.

### 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's effective date.

### TERMINATION OF RIDER

This rider will end and no further Benefit Increases will take effect when the first of the following occurs:

- The Expiration Date is reached;
- An application for a Benefit Increase is not received in accordance with the Eligibility And Application For A Benefit Increase provision;
- Information we require with an application for a Benefit Increase is not received during any Benefit Increase Application Period;
- The Owner does not accept a Benefit Increase offered or accepts less than 50% of a Benefit Increase offered;
- The Owner requests to reduce the Basic Monthly Benefit of this policy while this rider is in force; or
- This policy terminates for any reason.

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.

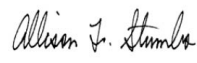
### PART OF POLICY

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 Stumbo  
Corporate Secretary

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; Continenence; 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.

**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.

**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.

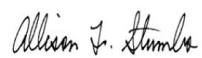
**PART OF POLICY**

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 Stumbo  
Corporate Secretary



To help your disability benefits keep up with inflation while you are disabled, we can build 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 may not be available at your institution.

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 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.

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, then the Adjustment Rate shall be 1.03.

### **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.

## 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

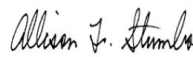
This rider is part of the policy to which it is attached. All policy terms and conditions will apply to this rider if they have not been changed by this rider; and do not conflict with this rider.

THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By



Daniel J. McMillan  
President and CEO



Allison Stumbo  
Corporate Secretary

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 67," is replaced with the following:

NONCANCELABLE AND GUARANTEED RENEWABLE TO AGE 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 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).

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.

## 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

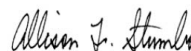
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THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By



Daniel J. McMillan  
President and CEO



Allison Stumbo  
Corporate Secretary

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 medical specialty.

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.

**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.

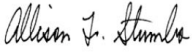
**PART OF POLICY**

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THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By

  
Daniel J. McMillan  
President and CEO

  
Allison Stumbo  
Corporate Secretary

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: JOHN DOE

Policy Number: NYCTGME000

Owner: JOHN DOE

Effective Date of this Endorsement: The effective date of policy number NYCTGME000

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 **PRE-EXISTING CONDITIONS** provision of the policy's **EXCLUSIONS AND LIMITATIONS** section is changed to read:

**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 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 covered by this policy.

We won't pay benefits for a disability incurred during the first year of your policy, if the disability stems from a pre-existing condition experienced — as defined here — in the three months before the policy's effective date.



**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**

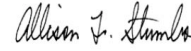
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THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By



Daniel J. McMillan  
President and CEO



Allison Stumbo  
Corporate Secretary

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: JOHN DOE

Policy Number: NYCTGME000

Owner: JOHN DOE

Effective Date of this Endorsement: The effective date of policy number NYCTGME000.

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:

- 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

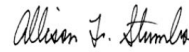
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THE STANDARD LIFE INSURANCE COMPANY OF NEW YORK

By



Daniel J. McMillan  
President and CEO



Allison Stumbo  
Corporate Secretary

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.

B180AMR NY, B180 NY

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

Platinum Advantage Individual Disability Insurance:  
Annotated Sample Policy  
SNY **21051** (5/22)