

New York Life Insurance Company – A Mutual Company Founded in 1845 – 51 Madison Avenue, New York, NY 10010

> POLICYHOLDER EFFECTIVE DATE ANNIVERSARY DATES POLICY NUMBER CONTRACT STATE

TEXAS RETIRED TEACHERS ASSOCIATION AUGUST 1, 2024 AUGUST 1, 2025 and each subsequent JANUARY 1 G-31350-0 (the "Policy") TEXAS

NEW YORK LIFE will pay the benefits of the Policy in accordance with its provisions.

The attached pages are a part of the Policy.

Insurance is subject to: (a) any exclusions and limitations of the Policy and all other terms and conditions of the Policy; and (b) New York Life's underwriting requirements.

The Policy is executed on the Effective Date, which is its date of issue. It is issued in consideration of the payment of the PREMIUM.

<u>Conditionally Renewable</u> Insurance under the Policy will be renewed automatically on each Anniversary Date if its terms and conditions are met. Insurance for an INSURED MEMBER will be renewed automatically on each PREMIUM DATE for an INSURANCE PERIOD except for certain contractually specified reasons.

On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight at the place the INSURED MEMBER resides.

Secretary

Chair, President and CEO

Countersignature

GROUP INSURANCE POLICY PROVIDING, UNTIL TERMINATION: ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

NON-CONTRIBUTORY

NON-PARTICIPATING

G-31350-0

GMR-FACE

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# DEFINED TERMS ARE ALL CAPITALIZED. PLEASE REFER TO THE DEFINITIONS PAGES.

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### <u>RIDERS</u>

Rider No.

Effective Date Of The Rider

Brief Description

### **SCHEDULE**

#### ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

### Amount Of Non-Contributory Insurance Available For Insured Members

#### Principal Sum

#### \$5,000

### **Table Of Benefits**

	Percentage of		
Covered Loss	Principal Sum		
loss of life	100%		
loss of two limbs	100%		
loss of sight of both eyes	100%		
loss of one limb and the sight of one eye	100%		
loss of speech and hearing	100%		
loss of movement of both upper and lower limbs (quadriplegia)	100%		
loss of movement of both lower limbs (paraplegia)	75%		
loss of movement of both upper and lower limbs	50%		
on one side of the body (hemiplegia)			
loss of one limb	50%		
loss of sight of one eye	50%		
loss of speech or hearing	50%		
loss of thumb and index finger on one hand	25%		

Loss of sight, speech or hearing means total and permanent loss.

Loss of limb means severance through or above the wrist or ankle.

Loss of thumb and index finger means severance through or proximal to the metacarpophalangeal joints.

Loss of movement of limbs means total and permanent paralysis of such limbs.

#### <u>Maximum</u>

The maximum for each INSURED MEMBER while he or she is insured under the Policy is as follows:

No more than one benefit, the largest benefit, is payable for all losses to the same limb due to or related to any one accident

No more than the Principal Sum is payable for all losses due to or related to any accident, except as otherwise provided under the What Benefit Is Payable section on the AD&D Insurance page(s).

### AD&D INSURANCE

New York Life will pay a benefit for an INSURED MEMBER'S Covered Loss in accordance with all of the following:

### **<u>Covered Loss</u>** A Covered Loss is a loss that:

1. except as stated in the Exposure and Disappearance liberalizations, an INSURED MEMBER suffers, but only if such loss results from an accidental injury and such: (a) loss occurs within 180 days of such injury; (b) injury occurs while he or she is insured under the Policy; and (c) injury is the direct result of the accident and is independent of all other causes. Termination of the Policy or of an INSURED MEMBER'S insurance will not prejudice the payment of benefits for a Covered Loss which resulted from an accidental injury that occurred before the date of such termination.

**Exposure Benefit** – If an INSURED MEMBER suffers a loss listed in the Table of Benefits as a result of exposure to the elements, such loss will be considered to be a Covered Loss resulting from an accidental injury.

**Disappearance** - If the INSURED MEMBER is riding in a conveyance and such conveyance either disappears or sinks as the result of an accident and the INSURED MEMBER'S body is not found within one year after the accident, New York Life will presume the INSURED MEMBER suffered a loss of life due to an accidental injury within 180 days of such accident;

- 2. is listed on the Table Of Benefits on the Schedule page(s); and
- 3. is not excluded in the Exclusions section.

**Exclusions** The following losses are excluded:

**Air Travel** - A loss that occurs during or is a direct result of the INSURED MEMBER'S travel in, travel on, fall from any aircraft while such aircraft is in flight, unless the INSURED MEMBER is traveling solely as a passenger.

**Crime/Illegal Occupation/Illegal Activity** – A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S active participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; or (d) a riot.

**Disease/Infirmity** - A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (1) accidental cut or wound; or (2) accidental ingestion of contaminated material.

**Drugs** – A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S: (a) voluntary use of illegal drugs; (b) intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; or (c) intentional misuse of prescription drugs.

**Military Service** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S duty in the military, naval or air services of any country.

**Self-Inflicted Injury/Suicide** - A loss that: (a) is due to or is related to: (1) suicide; (2) an attempt at suicide; or (3) an intentionally self-inflicted injury; (b) occurs during an attempt at suicide; or (c) occurs while intentionally injuring oneself; while the INSURED MEMBER is sane or insane.

**Treatment** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; any medical, dental or surgical treatment unrelated to the accident which would otherwise entitle the INSURED MEMBER to benefits.

**War Conditions** - A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED MEMBER'S engagement in any of the following in a role other than as a victim: (a) in war, (b) an act of war, or (c) an armed conflict which involves the armed forces of one or more countries.

#### AD&D INSURANCE

**For The Benefit To Be Paid** For a Covered Loss to be paid: (a) New York Life must receive proof of the INSURED MEMBER'S loss within 91 days after such loss. If it is not possible to give proof within such 91 day period, it must be given as soon as reasonably possible; and (b) it must be determined that the loss is a Covered Loss.

**What Benefit Is Payable** The benefit payable for a Covered Loss is the applicable percentage of the Principal Sum in force for the INSURED MEMBER on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 30 days after receipt of proof. The benefit will be paid in a lump sum. New York Life will pay interest on the Death Benefit from the date of the INSURED MEMBER'S death until the date of payment. Interest will be at the greater of the annual interest rate declared annually by New York Life's Board of Directors for policy proceeds left with New York Life or the minimum required by state law.

### **Beneficiary**

<u>Covered Loss</u> Except as stated below, the benefit payable for an INSURED MEMBER'S Covered Loss, other than for his or her loss of life, will be paid to the INSURED MEMBER.

The benefit payable for an INSURED MEMBER'S loss of life will be paid in accordance with the Death Benefit subsection of the Beneficiary section.

Death Benefit Except as stated below, the Death Benefit will be paid to the designated beneficiary(ies).

One or more beneficiaries can be designated. If more than one beneficiary is designated, they can be classified as Primary Beneficiary ("Primary Beneficiary" is the person(s) named to first receive the proceeds of the insurance), or Contingent Beneficiary ("Contingent Beneficiary" is the person(s) named to receive the proceeds of the insurance), if no Primary Beneficiary survives. Each beneficiary's share can be stated. If more than one beneficiary is designated and if their respective interests have not been stated, they will share alike.

However, if at the time of the INSURED MEMBER'S death, there are no named or surviving beneficiaries, the Death Benefit, such share will be paid to the executor or administrator of the INSURED MEMBER'S estate, or at the option of New York Life, to the surviving relative(s) in the following order of survival: lawful married spouse; children equally; parents equally; or brothers and sisters equally.

In addition, if a beneficiary dies within 15 days after the INSURED MEMBER, New York Life will consider such beneficiary to have predeceased such INSURED MEMBER, if payment has not already been made.

The INSURED MEMBER can designate a beneficiary or change his or her beneficiary designation.

**Facility Of Payment** - New York Life has the right to pay up to \$250 of the benefit to anyone who has incurred expenses for the INSURED MEMBER'S fatal accident or burial ("payee").

**Forfeiture Of Payment** - No payment will be made to any person(s) if such person(s), as determined by a court of law, is the principal or an accomplice in willfully bringing about the death of the INSURED MEMBER. Payment will be made in accordance with this section as though that person(s) had died before the INSURED MEMBER.

**Non-Assignability** An INSURED MEMBER'S insurance under the Policy is non-assignable.

**<u>Request Procedure</u>** To designate a beneficiary or change a beneficiary designation New York Life must be given a completed, written request. Such request must be approved and recorded by or on behalf of New York Life. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by or on behalf of New York Life before the recording.

#### WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), an INSURED MEMBER'S insurance will end on the earliest of:

- 1. the last day of the INSURANCE PERIOD during which the INSURED MEMBER is no longer a member of the ASSOCIATION;
- 2. the last day of the Grace Period, stated below, that follows the end of the INSURANCE PERIOD for which the last PREMIUM has been paid for the INSURED MEMBER;

Grace Period – The INSURED MEMBER is entitled to a Grace Period of 31 days for the payment of each PREMIUM due except for the first. During the Grace Period, the INSURED MEMBER'S insurance continues in force. If the PREMIUM due is not paid before the end of the Grace Period, the INSURED MEMBER'S insurance automatically ends on the last day of such Grace Period.

- 3. the day the INSURED MEMBER begins ACTIVE DUTY IN THE ARMED FORCES, with the applicable PREMIUMS refunded pro rata;
- 4. the date the Principal Sum is paid for the INSURED MEMBER;
- 5. the later of: (a) the date stated in the INSURED MEMBER'S written request to end the insurance; or (b) the date New York Life receives the INSURED MEMBER'S written request to end the insurance; or
- 6. the day the INSURED MEMBER no longer participates in the comprehensive insurance program offered, funded and sponsored by the ASSOCIATION.
- 7. the day the Policy ends or is changed to end insurance for the group of insureds to which the INSURED MEMBER belongs.

### **GENERAL PROVISIONS**

<u>Acts Of The Policyholder</u> The Policyholder acts on its own behalf or on behalf of the INSURED MEMBERS. The Policyholder must maintain records for all INSURED MEMBERS of the: number of INSURED MEMBERS; amounts and essential features of insurance; and PREMIUM. Under no circumstances may the Policyholder act on behalf of New York Life without a written authorization. New York Life will rely upon the acts of the Policyholder.

<u>Agency</u> The Policyholder acts on its own behalf or as an agent of INSURED MEMBERS. Under no circumstances may the Policyholder act as an agent of New York Life without a written authorization.

<u>Claims</u> A claim should be submitted in accordance with the following:

Acknowledgement Within 15 days of receipt of satisfactory proof of loss, New York Life will: 1.) acknowledge receipt of the claim; 2.) commence any investigation of the claim; and 3.) request from the claimant all items, statements and forms that New York Life reasonably believes, at that time, will be required from the claimant.

Acceptance or Rejection Within 15 days of receipt of all items, statements and forms required by New York Life needed to secure final proof of loss, New York Life shall notify the claimant in writing of the acceptance or rejection of the claim. If New York Life rejects the claim, the claimant will be notified of the reasons for the rejection. If New York Life is unable to accept or reject the claim, the claimant will be notified of the reasons New York Life needs additional time to accept or reject a claim. Not later than 45 days after New York Life notifies the claimant that they are unable to accept or reject the claim, New York Life will either accept or reject the claim.

**Notice Of Claim** The claimant must write to New York Life about a claim within 30 days after the occurrence of any loss covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

**Claim Forms** New York Life will send the claimant claim forms within 15 days after notice of claim is received. If New York Life does not send the forms within 15 days, the claimant can send written proof of claim. The claim form or proof must show the date, cause and extent of the loss.

**Proof Of Loss** New York Life must receive proof of the loss within 91 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible.

Claims Payment The benefit is payable within 30 days after receipt of proof of the covered loss.

**Legal Action** The claimant cannot start any legal action: (a) within 60 days after a claim form or proof of loss is sent; or (b) more than three years after a claim form or proof of loss is due.

**Entire Contract** The contract consists of the: (a) Policy; (b) attached Application of the Policyholder; (c) certificate; and (d) signed, written requests for group insurance. Statements made by the Policyholder in the Application and by an Insured Member in a request for group insurance are, in the absence of fraud, representations, not warranties.

**Errors** Errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.

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

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

#### GENERAL PROVISIONS

For purposes of this provision, New York Life will consider any person who is a licensed medical practitioner whose services are required to be covered by law and who renders such services within the scope of his or her license to be acceptable as a doctor or physician capable of such examination. If there is a conflict in opinion between a INSURED MEMBER'S doctor or physician and New York Life's doctor or physician to substantiate any claim under the Policy, the New York Life Claims Department will investigate the issue so that it can be resolved as fairly as possible.

<u>Group Retrospective Rate Credit</u> Each year, New York Life will review the combined experience under the Policy and all other group policies issued by New York Life that are not otherwise experience rated ("Combined Policy"). Based upon this review, New York Life will determine if it has received any excess premium under the Combined Policy. New York Life will refund the amount of the applicable share of the excess premium under the Combined Policy as the experience under the Combined Policy warrants ("Group Retrospective Rate Credit"). The Group Retrospective Rate Credit will be paid to the Policyholder. However, at the Policyholder's request, New York Life will apply all or any part of the Group Retrospective Rate Credit toward the payment of any PREMIUM under the Combined Policy. The rate credit will be used by the Policyholder for the benefit of INSURED MEMBERS. The Policyholder will determine the allocation of the rate credit. The Group Retrospective Rate Credit is payable as of each Anniversary Date, if all premium due has been paid.

**Incontestability** The incontestability provisions for the Policy and for insurance on INSURED MEMBERS are as follows:

**Policy** - Except for nonpayment of PREMIUMS, New York Life cannot contest the validity of the Policy after it has been in force for one year from the Effective Date. If the Policy is contested, New York Life will only rely upon written statements signed by the Policyholder in applying for the Policy.

**Insurance On Insured Members** - Except for nonpayment of PREMIUMS, New York Life cannot contest the validity of any insurance on an INSURED MEMBER after it has been in force for two years prior to the contest under the Policy during such INSURED MEMBER'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED MEMBER in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under or be transferred to the Policy. A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements, in the absence of fraud, are representations, not warranties.

**Insured Member's Individual Certificate** New York Life will issue to the Policyholder an individual certificate to be given to each INSURED MEMBER. Such certificate will state: (a) the insurance to which the INSURED MEMBER is entitled; (b) the essential features of the insurance; and (c) to whom benefits are payable. Any conflict between the terms of the individual certificate and the Policy will be decided in favor of the Policy.

<u>Misstatements</u> Subject to the Errors and Incontestability sections, if relevant statements of age or facts were not accurate for any person: (a) a fair adjustment of remittances and/or insurance will be made; and (b) based upon the facts, New York Life will decide whether, and what, insurance is valid under the Policy.

**Policy Changes** The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and an officer of New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by an officer of New York Life and: (a) results from the exercise of a right reserved to New York Life in the Policy; or (b) is issued to conform to any law and/or regulation which applies to the insurance under the Policy. No agent of New York Life can make or change the Policy or waive any of its provisions.

**<u>Required Information</u>** The Policyholder must furnish New York Life: (a) all information with regard to the Policy that may reasonably be required; and (b) access to all records that may have a bearing on PREMIUM and benefits. Such access will extend after the termination of the Policy.

**<u>Termination Of The Policy</u>** If the Policy terminates, the Policyholder will be liable to New York Life for all unpaid PREMIUM for the period during which the Policy was in force. Termination of the Policy will be without prejudice to an existing claim. The Policy will terminate, in accordance with the following:

### GENERAL PROVISIONS

**Termination For Non-Payment Of Premium** - Subject to the Policyholder Grace Period provision below, if the PREMIUM is not paid by a PREMIUM DATE, the Policy will be in default.

Policyholder Grace Period – The Policyholder is entitled to a grace period of 91 days for the payment of each PREMIUM due except for the first. During the Policyholder Grace Period, the Policy continues in force. If the PREMIUM due is not paid before the end of the Policyholder Grace Period, the Policy automatically ends on the last day of such Policyholder Grace Period. However, if in accordance with the terms of the Policy, the Policyholder Grace Period, the Policyholder Grace Period, the Policyholder Grace Period, the Policyholder Grace not paid to the termination with an effective date that precedes the end of the Policyholder Grace Period, the Policyholder Grace Period, the Policy terminates on the date stated in such notice of termination.

**Termination By The Policyholder** - The Policyholder may terminate the Policy, only after the first Anniversary Date, by giving written notice to New York Life at least 91 days in advance.

**Termination By New York Life** - New York Life may terminate the Policy, only after the first Anniversary Date, by giving written notice to the Policyholder at least 91 days in advance.

### **DEFINITIONS**

**ACTIVE DUTY IN THE ARMED FORCES** means full-time active duty in the military, naval or air service of any country, except that: Duty for training purposes of two months or less will not be considered ACTIVE DUTY IN THE ARMED FORCES.

AGE means the attained age on the first day of any INSURANCE PERIOD. References to Age in any heading means "AGE".

ASSOCIATION means the Texas Retired Teachers Association.

**INSURANCE PERIOD** means the span of time from a PREMIUM DATE through the day before the next PREMIUM DATE, during which insurance continues, if the PREMIUM for such span of time is paid.

**INSURED MEMBER** means a member of the ASSOCIATION who became insured under the Policy, as approved by New York Life and remains insured under the Policy.

**PREMIUM** means, as of any PREMIUM DATE, the sum of the applicable premium rates in effect on such date for each INSURED MEMBER on such date which the Policyholder must remit and New York Life must receive for the Policy to take effect on the Effective Date and/or for the Policy to continue in force.

PREMIUM is determined by New York Life. The Policyholder is liable to remit all PREMIUM. PREMIUM is due on each PREMIUM DATE.

**PREMIUM DATE** means the following dates on or before which the Policyholder must pay the PREMIUM to New York Life, for:

- 1. the first PREMIUM, the Effective Date; and
- 2. each later PREMIUM until termination of insurance under the Policy, each PREMIUM DATE.

If the PREMIUM is not received by New York Life on or before the PREMIUM DATE, the Policy will be in default, subject to the Policyholder Grace Period as stated on the General Provisions page(s) of the Policy, unless New York Life has notified the Policyholder in writing before the PREMIUM DATE that it is waiving this provision for all or any part of the PREMIUM due on a PREMIUM DATE.

GMR-P-PR

**New York Life Insurance Company** 

– A Mutual Company Founded in 1845 – 51 Madison Avenue, New York, NY 10010

## **APPLICATION TO**

### NEW YORK LIFE INSURANCE COMPANY

51 Madison Avenue New York, New York 10010

POLICY NUMBER	G-31350-0
POLICYHOLDER	TEXAS RETIRED TEACHERS ASSOCIATION
ADDRESS	313 E. $12^{\text{TH}}$ STREET, SUITE 200 AUSTIN, TX 78701

The Policyholder hereby applies to New York Life for the insurance in the Policy and it approves and accepts all the terms and conditions of the Policy.

This replaces any prior application by the Policyholder for this insurance.

## DATED AT

DATED ON

## SIGNED FOR THE POLICYHOLDER BY (Signature and Title)

AGENT (Must be a Resident Licensed Agent where required by law)

## WITNESS

(This copy to be attached to the Policy)

**GMR-P-APP** 



A Mutual Company Founded in 1845 –
51 Madison Avenue, New York, NY 10010

### **APPLICATION TO**

### NEW YORK LIFE INSURANCE COMPANY

51 Madison Avenue New York, New York 10010

POLICY NUMBER	G-31350-0
POLICYHOLDER	TEXAS RETIRED TEACHERS ASSOCIATION
ADDRESS	$\begin{array}{c} 313 \text{ E. } 12^{\text{TH}} \text{ STREET,} \\ \text{SUITE 200} \\ \text{AUSTIN, TX 78701} \end{array}$

The Policyholder hereby applies to New York Life for the insurance in the Policy and it approves and accepts all the terms and conditions of the Policy.

This replaces any prior application by the Policyholder for this insurance.

DATED AT

DATED ON

## SIGNED FOR THE POLICYHOLDER BY (Signature and Title)

AGENT (Must be a Resident Licensed Agent where required by law)

## WITNESS

(This copy to be returned to New York Life)

G-31350-0