

# REFORM PENSION BOARD

## LONG TERM DISABILITY INCOME PLAN

For Members of the National Association  
of Temple Administrators,  
Congregational Employees, National  
Association of Temple Educators and  
Union of American Hebrew  
Congregations - Canada



**Reform Pension Board**

## **FOREWORD**

Disability insurance provides individuals and their families with financial protection. The Disability Insurance Benefit described in this booklet will help secure your family's financial security in the event of your disability.

The need for disability insurance protection depends on individual circumstances and financial situations. The Reform Pension Board is offering you the opportunity to purchase this insurance to make your benefit program more comprehensive and responsive to your needs.

The following pages describe the main provisions of the group disability insurance plan available to you.

Any insurance benefit described in the following pages will apply to you only if you have elected that benefit and have authorized payroll deduction for the required premium.

**INA LIFE INSURANCE COMPANY OF NEW YORK**  
140 EAST 45TH STREET  
NEW YORK, NY 10017-3144  
(800) 732-1603 T.D. (800) 552-5744  
**A STOCK INSURANCE COMPANY**

**GROUP INSURANCE  
CERTIFICATE**

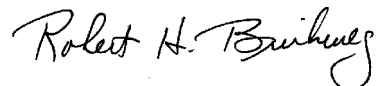
We, the INA LIFE INSURANCE COMPANY OF NEW YORK, certify that we have issued a Group Policy, NYK-030042, to Trustees of the Reform Pension Board Trust, referred to as Reform Pension Board.

We certify that we insure all eligible persons, who are enrolled according to the terms of the Policy. Your coverage will begin and end according to the terms set forth in this certificate.

This certificate describes the benefits and basic provisions of your coverage. You should read it with care so you will understand your coverage.

This is not the insurance contract. It does not waive or alter any of the terms of the Policy. If questions arise, the Policy will govern. You may examine the Policy at the office of the Trustees of the Reform Pension Board Trust or the Administrator.

This certificate replaces any and all certificates which may have been issued to you in the past under the Policy.



Robert H. Brickweg, President

**CIGNA LIFE INSURANCE COMPANY OF  
NEW YORK**

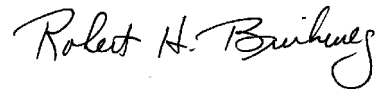
**NAME CHANGE ENDORSEMENT**

Effective July 19, 1999, or if later the effective date of your certificate, this endorsement is attached to and made a part of your INA Life Insurance Company of New York certificate.

The name CIGNA Life Insurance Company of New York replaces the name INA Life Insurance Company of New York wherever the name is used. All other terms and conditions of the certificate remain the same.

CIGNA Life Insurance Company of New York has, by its President, executed this Change of Name Endorsement as of July 19, 1999.

CIGNA LIFE INSURANCE COMPANY OF NEW YORK

A handwritten signature in cursive script that reads "Robert H. Brickweg".

Robert H. Brickweg, President

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**SCHEDULE OF BENEFITS**

(Canadian NATA(1), Canadian Congregational (2), Canadian NATE (4) and Canadian UAHC(5))

**Policy Effective Date:** July 1, 2001

**Policy Anniversary Date:** January 1

**Policy Number:** NYK-030042

**Eligible Class Definition:** All active, Full-time Canadian Members, working a minimum of 30 hours per week, and Part-time Canadian Members, working a minimum of 18 hours per week but less than 30 hours per week, who are members of the National Association of Temple Administrators, Congregational Employees working for affiliated Congregations of the Union of American Hebrew Congregations, members of the National Association of Temple Educators, and members of the Union of American Hebrew Congregations who are working for an eligible employer as defined by the Reform Pension Board.

**Eligibility Waiting Period**

If you were hired on or before the Policy Effective Date: The next open enrollment period.

If you were hired after the Policy Effective Date: The next open enrollment period.

**Benefit Waiting Period** Option 1: 180 days  
Option 2: 90 days

**Disability Benefit** The lesser of 60% of your monthly Covered Earnings rounded to the nearer dollar or your Maximum Disability Benefit.

If, for any month, the sum of your Disability Benefit and Other Income Benefits exceed 66.67% of your monthly Covered Earnings, your Disability Benefit will be reduced by the excess amount.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that you receive on your own behalf or for your dependents, or which your dependents receive because of your entitlement to Other Income Benefits.

**Maximum Disability Benefit** \$12,000 per month\*

\*Evidence of Insurability is required for amounts over \$9,000. Evidence of Insurability does not apply to those Employees covered under the plan prior to July 1, 2001.

**Minimum Disability Benefit** \$50 per month

## Maximum Benefit Period

### Age When Disability Begins

Age 62 or under

Age 63

Age 64

Age 65

Age 66

Age 67

Age 68

Age 69 or older

### Maximum Benefit Period

Your 65th birthday or the date the 42nd Monthly Benefit is payable, if later.

The date the 36th Monthly Benefit is payable.

The date the 30th Monthly Benefit is payable.

The date the 24th Monthly Benefit is payable.

The date the 21st Monthly Benefit is payable.

The date the 18th Monthly Benefit is payable.

The date the 15th Monthly Benefit is payable.

The date the 12th Monthly Benefit is payable.

TY-005159

## WHO IS ELIGIBLE

### **Employee Eligibility**

If you qualify under the Class Definition shown in the Schedule of Benefits you are eligible for coverage under the Policy on the Policy Effective Date, or the day after you complete the Eligibility Waiting Period, if later.

If you have previously converted your insurance under the Policy, you will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in your Disability Insurance benefits based on age or a change in class unless those conditions no longer effect the amount of coverage available to you.

Except as noted in the Reinstatement Provision, if you terminate your coverage and later wish to reapply, or if you are a former Employee who is rehired, you must satisfy a new Eligibility Waiting Period. You are not required to satisfy a new Eligibility Waiting Period if your insurance ends because you are no longer in an eligible class, but you continue to be employed by the Reform Pension Board and within one year you become a member of an eligible class.

You must be in Active Service throughout the Eligibility Waiting Period to be eligible for coverage. The Eligibility Waiting Period will be extended by the number of days you are not in Active Service.

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## WHEN COVERAGE BEGINS

If you are required to contribute to the cost of your insurance you may elect to be insured only by making the required premium payment. The effective date of your insurance depends on the date coverage is elected and full premium payment is received by the Temple Service Agency or the Reform Pension Board.

Insurance for an Employee who applies for coverage during an Annual Enrollment Period in January, July and August of each year or within 31 days of a Life Status Change, is effective on the latest of the following dates:

1. The date the required premium payment is made.
2. The date the completed enrollment request is received by the Reform Pension Board.

Coverage for Employees who apply during Annual Enrollment Period in January, July, and August of each year, is effective on the latest of the following dates:

1. The date required premium payment is made.
2. The date the Reform Pension Board received the completed enrollment/invoice form.

If your enrollment request is received more than 31 days after you are eligible to elect coverage or not during an Annual Enrollment Period, insurance is effective on the date we agree in writing to insure you. We will require you to satisfy the Insurability Requirement before we agree to insure you.

If you are not in Active Service on the date your insurance would otherwise be effective, it will be effective on the date you return to Active Service.

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### **WHEN COVERAGE ENDS**

Your insurance ends on the earliest of the dates below.

1. The date you are eligible for coverage under a plan intended to replace this coverage.
2. The date the Policy is terminated.
3. The date you no longer qualify under your Class Definition.
4. The day after the period for which premiums are paid.
5. The date you are no longer in Active Service.

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## **CONTINUATION OF INSURANCE**

### **Continuation of Disability Insurance**

Your Disability Insurance will continue if your Active Service ends because of a Disability for which benefits under the Policy are or may become payable. Your premiums will be waived while Disability Benefits are payable. If you do not return to Active Service, your Disability Insurance will end when you are no longer Disabled or when benefits are no longer payable, whichever occurs first.

### **Continuation for Leave of Absence**

If your Active Service ends because you take Reform Pension Board approved sabbatical leave of absence or approved unpaid leave of absence, we will continue your insurance for up to 30 days with respect to leave of absence and 12 months with respect to sabbatical leave of absence provided the Employee has continuous employment with one eligible Reform Pension Board Employer and if the required premium is paid.

If your insurance continues and you become Disabled during the leave of absence or sabbatical leave of absence, Disability Benefits will not begin until you satisfy your Benefit Waiting Period, or the date you are scheduled to return to Active Service, if later.

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### **DESCRIPTION OF BENEFITS WHAT IS COVERED**

#### **Disability Benefits**

If you become Disabled, as we define the term in the Definitions section, while you are covered under the Policy, we will pay you Disability Benefits. After you are Disabled, you must satisfy the Benefit Waiting Period and be under the care and treatment of a Physician. Also, we ask you to provide us with satisfactory proof of your Disability, at your expense, before benefits will be paid.

We will require continued proof of your Disability for benefits to continue.

### **Benefit Waiting Period**

The Benefit Waiting Period is the period of time you must be continuously Disabled before Disability Benefits may be payable. Your Benefit Waiting Period is shown in the Schedule of Benefits.

We will not require you to satisfy the Benefit Waiting Period if benefits were payable to you under a Prior Plan on the Policy Effective Date and you return to Active Service within 6 months after this Effective Date and are Disabled again within 14 days. Your later period of Disability must be caused by the same or related causes for your Benefit Waiting Period to be waived.

### **Trial Work Days**

Under this plan, you can attempt to return to Active Service without having to start a new Benefit Waiting Period if you cannot continue working, provided you have not worked for more than the specified number of days. A period of Disability is continuous even if you can return to Active Service for up to \* days during the Benefit Waiting Period. Your Benefit Waiting Period will not be extended by the number of days you returned to Active Service during this period.

\*Option 1: 30 days

\*Option 2: 15 days

### **Termination of Your Disability Benefits**

Your Disability Benefits will end on the earliest of the dates listed below.

1. The date you earn more than 80% of your Indexed Covered Earnings
2. The date we determine you are no longer Disabled
3. The date the Maximum Benefit Period ends
4. The date you die

### **Successive Periods of Disability**

Once you are eligible to receive Disability Benefits under the Policy, separate periods of Disability resulting from the same or related causes are a continuous period of Disability unless you return to Active Service for more than 6 consecutive months.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes, or your later Disability occurs after your coverage under the Policy ends.

The Successive Periods of Disability provision will not apply if you are eligible for coverage under a plan that replaces the Policy.

### **Pre-Existing Condition Limitation**

We will not pay Disability Benefits for any period of Disability which is caused by, or contributed from, or results from a Pre-Existing Condition. A "Pre-existing Condition" means any Injury or Sickness for which you incurred expenses, received medical treatment, care or services, including diagnostic measures, took prescribed drugs or medicines, or for which a reasonable person would have consulted a Physician within 3 months before your most recent effective date of insurance.

The Pre-Existing Condition Limitation will apply to any added benefits or increases in benefits.

This limitation will not apply to a period of Disability that begins more than 12 months after your most recent effective date of insurance.

Except for any amount of benefit in excess of a Prior Plan's benefits, this limitation will not apply if you were covered under a Prior Plan and satisfied the Pre-existing Condition Limitation, if any, under that plan. If you were covered under a Prior Plan, but did not fully satisfy the Pre-existing Condition Limitation of that plan, we will credit you for any time you did satisfy. Time will not be credited for any day you were not in Active Service or were not actively at work due to Sickness.

### **Disability Benefit Calculation**

Your Disability Benefit for any month Disability Benefits are payable to you is shown in the Schedule of Benefits. We base our calculation of Disability Benefits on a 30 day period. Benefits will be prorated if payable for any period less than a month.

### **Work Incentive Benefit**

For the first 12 months you return to work your Disability Benefit is as defined in the Schedule of Benefits. If, for any month during this period, the sum of your Disability Benefit, your current earnings and any additional Other Income Benefits exceed 100% of your Indexed Covered Earnings, your Disability Benefit will be reduced by the excess amount.

After 12 months, your Disability Benefit is as shown in the Schedule of Benefits, reduced by 50% of your current earnings received during any month you return to work. If the sum of your Disability Benefit, your current earnings and any additional Other Income Benefits exceed 80% of your monthly Indexed Covered Earnings, your Disability Benefit will be reduced by the excess amount.

If you are working for another Reform Pension Board on a regular basis when Disability begins, your earnings will include the amount of any increase in the amount you are earning from this work while you are Disabled.

We will, from time to time, review your status and will require satisfactory proof of earnings and continued Disability.

### **Other Income Benefits**

While you are Disabled, you may be eligible for benefits from other income sources. If so, we reduce the Disability Benefits payable by the amount of such Other Income Benefits payable due to the same disability.

Other Income Benefits include:

1. any amounts you or your dependents, if applicable, receive (or are assumed to receive\*) under:
  - a. the Canada and Quebec Pension Plans;
  - b. the Railroad Retirement Act;
  - c. any local, state, provincial or federal government disability or retirement plan or law as it pertains to your Employer;
  - d. any sick leave plan of the Reform Pension Board;
  - e. any work loss provision in any mandatory "No-Fault" auto insurance;
  - f. any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits.
2. any Social Security disability benefits you or any third party receive (or are assumed to receive\*) either on your behalf or for your dependents; or, if applicable, which your dependents receive (or are assumed to receive\*) because of your entitlement to such benefits.
3. any retirement plan benefits funded by the Reform Pension Board. "Retirement plan" means any defined benefit or defined contribution plan sponsored or funded by the Reform Pension Board. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any Employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan or 403(b) plan.

4. any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance that applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, we will pay our pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.
6. any wage or salary for work performed while Disability Benefits are payable, to the extent they exceed the amount allowed under the Work Incentive Benefit.

Dependents include your spouse and children or step-children.

\*See the Assumed Receipt of Benefits provision.

#### *Increases in Other Income Benefits*

After we make the first deduction for any Other Income Benefits, any cost of living increases for Other Income Benefits, except for wage or salary, will not further reduce your Disability Benefit during a period of Disability.

#### *Lump Sum Payments*

Other Income Benefits or earnings that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated monthly over a five-year period.

If no specific allocation of a lump sum payment is made, we will assume the total payment is an Other Income Benefit.

#### *Assumed Receipt of Benefits*

We will assume you or your dependents, if applicable, are receiving Other Income Benefits if you are eligible to receive them. We will estimate the amount of these assumed benefits on the basis of what you may be eligible to receive.

We will not assume your receipt of Other Income Benefits if you give us proof of the following events.

1. Application was made for these benefits.
2. Reimbursement Agreement is signed by you.
3. Any and all appeals were made for these benefits, or we have determined further appeals will not be successful.
4. Payments were denied.

We will not assume you have received, nor will we reduce your Disability Benefits by, any elective, actuarially reduced, or early retirement benefits under such laws until you actually receive them.

#### *Social Security Assistance*

We will, at our own discretion, assist you in applying for Social Security Disability Income (SSDI) benefits. Disability Benefits will not be reduced by your assumed receipt of SSDI benefits while you participate in the Social Security Assistance Program.

We may require you to file an appeal if we believe a reversal of a prior decision is possible. If you refuse to participate in, or cooperate with, the Social Security Assistance Program, we will assume receipt of SSDI benefits until you give us proof that you have exhausted all the administrative remedies available to you.

#### **Minimum Benefit**

We will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

### **Recovery of Overpayment**

If we overpay your benefits, we have the right to recover the amount overpaid by either requesting you to pay the overpaid amount in a lump sum or by reducing any amounts payable to you by the amount due. If there is an overpayment due when you die, we will reduce any benefits payable under the Policy to recover the overpayment.

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## **ADDITIONAL BENEFITS**

### **Rehabilitation During A Period of Disability**

If you are Disabled and we determine that you are a suitable candidate for rehabilitation, you may participate in a Rehabilitation Plan. We must agree on the terms and conditions of the Rehabilitation Plan.

We may require you to participate in a rehabilitation assessment, at our expense, and/or Rehabilitation Plan. We will work with you, the Reform Pension Board, your Physician and others as appropriate, to develop a Rehabilitation Plan. If you refuse to participate in the rehabilitation efforts, Disability Benefits will not be payable.

The Rehabilitation Plan may, at our discretion, allow for payment of your medical expense, education expense, moving expense, accommodation expense or family care expense while you participate in the program.

A "Rehabilitation Plan" is a written agreement between you and us in which we agree to provide, arrange or authorize vocational or physical rehabilitation services.

### **Spouse Benefit**

While you are Disabled, your Spouse may, at our option, be eligible to participate in a Rehabilitation Plan. To be eligible, the following conditions must be met.

1. You must be continuously Disabled for 12 months
2. Your Spouse's earnings must be 60% or less than your Covered Earnings
3. Your Spouse must be determined by us to be a suitable candidate for rehabilitation

The Spouse's Rehabilitation Plan may include, at our discretion, payment of your Spouse's education expense, reasonable job placement expenses and moving expenses. It may also include family care expenses if necessary for your Spouse to be retrained under the Rehabilitation Plan.

Disability Benefits will be reduced by 50% of your Spouse's earnings from Rehabilitative Work. If your Spouse was working before the Rehabilitation Plan begins, Disability Benefits will be reduced by 50% of the increase in income that results from your Spouse's participation in the program.

"Spouse" means your lawful Spouse living with you on the date your Disability begins. The Rehabilitation Plan will end if your Spouse is not living with you during the term of the agreement.

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### **Conversion Privilege**

If your insurance ends because you are no longer employed by the Reform Pension Board, or you are laid off or on an uninsured leave of absence, you may be eligible for long term disability conversion insurance. To be eligible, you must have been insured for Disability Benefits and actively at work for at least 12 months. You must apply for conversion insurance within 62 days after your insurance ends.

The benefits of the conversion plan will be those benefits offered at the time you apply. The premium will be based on the rates in effect for conversion plans at that time.

You may not convert your insurance if any of the following conditions apply to you.

1. You are retired or age 70 or older.
2. You are not in Active Service because of Disability.
3. The Policy is canceled for any reason.
4. You are no longer in a Class of Eligible Persons, but are still employed by the Reform Pension Board.

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### **Cost of Living Adjustment (COLA) Benefit**

Each year after you are continuously Disabled and 12 Disability Benefits are payable, we will increase your Monthly Benefit. The increase will be the lesser of the annual increase in the Consumer Price Index (CPI-W) during the preceding calendar year or 6%.

The increase will become effective on January 1. We will not apply this increase to the Minimum or Maximum Disability Benefit. Nor will we apply it to the formula used to determine your Work Incentive Benefit, if any.

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### **Survivor Benefit**

We will pay a Survivor Benefit if you die while Disability Benefits are payable and at least 6 Monthly Benefits have been payable to you for a continuous period of Disability. The Survivor Benefit will equal 100% of the sum of the last full Disability Benefit payable to you plus any current earnings by which the Disability Benefit was reduced for that month. These benefits will be payable for 12 months.

We will pay the Survivor Benefit to your Spouse. If you do not have a Spouse, we will pay your surviving Children in equal shares. If you do not have a Spouse or any Children, no benefits will be paid.

"Spouse" means your lawful spouse. "Children" means your unmarried children under age 21 who are chiefly dependent upon you for support and maintenance. The term includes a stepchild living with you at the time of your death.

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### **WHAT IS NOT COVERED**

We will not pay any Disability Benefits for a Disability that results, indirectly or directly, from:

1. suicide, attempted suicide, or self-inflicted injury.
2. war or any act of war, whether or not declared.
3. Injury or Sickness while you are serving on full-time active duty in any armed forces. If you send proof of service, we will refund pro rata the premium paid to cover you during a period of such service.

We will not pay Disability Benefits for a Disability that results directly from the commission of a felony or attempted felony.

We will not pay Disability Benefits for any period of Disability during which you:

4. are incarcerated in a penal or corrections institution.
5. are not receiving Appropriate Care.
6. fail to cooperate with us in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit due.
7. refuse to participate in rehabilitation efforts as required by us.

8. refuse to participate in a Transitional Work Arrangement or other modified work arrangement. These work arrangements mean any work offered to you by the Reform Pension Board or an affiliated company while you are Disabled and which you are capable of performing as determined by us and your Physician. The work may be your own occupation or any occupation. The work arrangements include, but are not limited to: reassigned duties, work site modifications, flexible work arrangements, job adaptations, and special equipment. If benefits are not payable to you under this exclusion, and if at a later time your Disability prevents you from participating in such work arrangement, benefits will become payable according to the terms of the Policy.

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## **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice of claim or notice by any other electronic or telephonic means authorized by the Insurance Company, must be given to us within 31 days after a covered loss occurs or begins, or as soon as reasonably possible. If this notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Written notice can be given at our home office in New York, New York, or to our agent. Notice should include the Reform Pension Board's name, the Policy number and the claimant's name and address.

### **Claim Forms**

When we receive the notice of claim, we will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by us, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof or proof by any other electronic or telephonic means authorized by us, of the nature and extent of the loss.

### **Claimant Cooperation Provision**

If you fail to cooperate with us in our administration of your claim, we may terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Insurance Data**

The Reform Pension Board is required to cooperate with us in the review of claims and applications for coverage. Any information we provide to the Reform Pension Board in these areas is confidential and may not be used or released by the Reform Pension Board if not permitted by applicable laws.

### **Proof of Loss**

Written proof, or proof by any other electronic/telephonic means authorized by us, that Disability continues and of Appropriate Care by, or regular attendance by a Physician must be given to us at intervals required by us. Within 30 days of a request, such proof of continued Disability must be furnished to us.

We will not deny or reduce any claim if it: 1) is not reasonably possible to furnish the required proof within that period; and 2) is shown that such proof of loss was given as soon as was reasonably possible.

### **Time of Payment**

Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which we are liable, will be paid at that time.

### **To Whom Payable**

Any benefits that are payable for Disability will be paid to you. If any person to whom benefits are payable is a minor or, in our opinion, is not able to give a valid receipt, such payment will be made to their legal guardian.

If you die while any Disability Benefits remain unpaid, we may, at our option, make direct payment to the first surviving class of the following living relatives: spouse, children, parents, brothers and sisters; or to the executors or administrators of your estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release us from all liability for any payment made.

For plans subject to the Employee Retirement Income Security Act (ERISA), the Plan Administrator of the Reform Pension Board's employee welfare benefit plan (the Plan) has selected us as the Plan fiduciary under federal law for the review of claims for benefits provided by this Policy and for deciding appeals of denied claims. In this role we shall have the authority, in its discretion, to interpret the terms of the Plan documents, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that our sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under this Policy.

#### **Physical Examination and Autopsy**

We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our expense, require an autopsy unless prohibited by law.

#### **Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic or telephonic means authorized by us, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

#### **Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which you live when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

#### **Physician/Patient Relationship**

You have the right to choose any Physician who is practicing legally. We will in no way disturb the Physician/patient relationship.

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### **ADMINISTRATIVE PROVISIONS**

#### **Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

#### **Your Grace Period**

If your required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

### **Reinstatement of Insurance**

Your insurance may be reinstated if your insurance ends because you are on an unpaid leave of absence, refuse to participate in rehabilitation efforts, or are not receiving Appropriate Care.

Your insurance may be reinstated only if reinstatement occurs within 6 months from the date your insurance ends. For your insurance to be reinstated all of the following conditions must be met.

1. You must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. A written request, or a request by any other telephonic or electronic means authorized by the Employer and the Insurance Company, for reinstatement must be received by us within 31 days from the date you return to Active Service.

Your reinstated insurance is effective on the date you return to Active Service if the required premium is paid. If you did not fully satisfy your Eligibility Waiting Period or Pre-Existing Condition Limitation before your insurance ended, you will receive credit for any time that was satisfied.

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## **GENERAL PROVISIONS**

### **Entire Contract**

The Policy, the application of the Reform Pension Board, the Reform Pension Board endorsements, riders and attached papers constitute the entire contract between the parties. If an application of any Employee is required, it may also be made a part of this contract at our option.

### **Incontestability**

All statements made by the Reform Pension Board, or by an Employee are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to such person; or in the event of your death or incapacity, your beneficiary or representative.

After two years from the Employee's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested.

### **Misstatement of Age**

If your age has been misstated, we will adjust all benefits to the amounts that would have been purchased for the correct age.

### **Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance.

### **Assignment**

The Insurance Company will not be affected by any assignment of your certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. We do not assume responsibility for the validity or sufficiency of an assignment. An assignment of the certificate will operate so long as the assignment remains in force. To the extent provided under the terms of the assignment, an assignment will transfer all rights and obligations of the Insured, or of the owner if other than the Employee.

This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where it is contrary to law.

### **Conformity with State Statutes**

Any provision of the Policy in conflict on the Policy Effective Date with the laws of the state where the Policy is delivered is amended to conform to the minimum requirements of such laws.

### **Male Pronoun**

The male pronoun as used herein will be deemed to include the female.

**Clerical Error**

Your coverage will not be affected by error or delay in keeping records of insurance under the Policy. If such an error or delay is found, the premium will be adjusted fairly.

**Agency**

The Reform Pension Board and plan administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

TY-005182-1

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**Active Service**

If you are an Employee, you are in Active Service on a day which is one of the Reform Pension Board's scheduled work days if either of the following conditions are met.

1. You are actively at work. This means you are performing your regular occupation for the Reform Pension Board on a Full-time basis, either at one of the Reform Pension Board's usual places of business or at some location to which the Reform Pension Board's business requires you to travel.
2. The day is a scheduled holiday, vacation day or period of Reform Pension Board approved paid leave of absence.

You are in Active Service on a day which is not one of the Reform Pension Board's scheduled work days only if you were in Active Service on the preceding scheduled work day.

**Appropriate Care**

Appropriate Care means the determination of an accurate and medically supported diagnosis of your Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of your Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

**Consumer Price Index (CPI-W)**

The Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor.

**Covered Earnings**

Covered Earnings means 1/12th of your earnings (annualized earnings to the next highest \$1,000 of your salary) from your congregation or employer as of the date of disability. Salary includes earnings from your congregation or employer, and included in your gross pre-tax salary, but does not include earnings from additional jobs such as part-time teaching, nor the amount paid for weddings, funerals, auto or child allowances or amounts paid by the employer for pension or insurance.

Covered Earnings are determined initially on the date you becomes insured. A change in the amount of Covered Earnings will be considered effective on the date of the change. However, premium will be submitted based on your salary as of 1/31 for this year, and as of 1/1 of each year starting with year 2003.

**Disability/Disabled**

For purposes of coverage under the Policy, you will be considered Disabled if, because of Injury or Sickness, you are unable to perform all the material duties of your regular occupation, or solely due to Injury or Sickness, you are unable to earn more than 80% of your Indexed Covered Earnings.

After Disability Benefits have been payable for 24 months, you will be considered Disabled if your Injury or Sickness makes you unable to perform all the material duties of any occupation for which you may reasonably become qualified based on education, training or experience.

**Employee**

For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees."

**Employer**

The Reform Pension Board and any affiliates or subsidiaries covered under the Policy. The Reform Pension Board is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Reform Pension Board as actions of the Insurance Company.

**Full-time**

Full-time means the number of hours set by the Reform Pension Board as a regular work day for Employees in your eligibility class.

**Indexed Covered Earnings**

For the first year you are Disabled, your Indexed Covered Earnings will be equal to your Covered Earnings. After you have been Disabled for 1 year, your Indexed Covered Earnings will be your Covered Earnings plus an increase applied on each annual anniversary of the date you became Disabled. The amount of each increase will be the lesser of:

1. 10% of your Indexed Covered Earnings during the preceding year of Disability; or
2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

**Injury**

Any bodily harm, including all related conditions and recurring symptoms of the injuries, that results directly or indirectly from an Accident and independently of all other causes.

**Insurability Requirement**

You will be considered to have satisfied the Insurability Requirement on the day we agree in writing to accept you as covered under the Policy. To determine a person's acceptability for insurance, we will require evidence of good health and may require it be provided at your own expense.

**Insurance Company**

The Insurance Company underwriting the Policy is INA Life Insurance Company of New York. References to the Insurance Company have been changed to "we", "our", "ours", and "us" throughout the certificate.

**Insured**

You are an Insured if you are eligible for insurance under the Policy, insurance is elected for you, any applicable Insurability Requirement is met, the required premium is paid and your insurance is in force under the Policy.

**Life Status Change**

A Life Status Change is an event recognized by the Reform Pension Board's Flexible Benefits Plan as qualifying you to make changes in benefit selections at a time other than an Annual Enrollment Period.

If the Reform Pension Board does not sponsor a Flexible Benefits Plan or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of your spouse

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include you, your spouse, your immediate family (including parents, children, siblings or spouses of any of the foregoing, whether related by blood or marriage) of either you or your spouse, or a person living in your household.

**Policy Anniversary**

A Policy Anniversary is the date so stated on the Policy cover and the same date that follows every 12 months for as long as the Policy is in effect.

**Policy Effective Date**

The Policy Effective Date is the date so stated on the Policy cover.

**Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Reform Pension Board in effect directly prior to the Policy Effective Date.

**Sickness**

The term Sickness means a physical or mental illness. It also includes pregnancy.

TY-005153-1

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