Group Policy 890508-B has been issued to the Association of American Medical Colleges. The Participating Medical School named below is a member of the Association of American Medical Colleges and participates in the Policyholder's Long Term Disability Insurance program as described in the Group Policy and this Medical School Participation Certificate.

**Trans-General Life Insurance Company of New York** certifies that eligible Members of the Participating Medical School will be insured under the Group Policy during the time, in the manner, and for the amounts described in the Group Policy and this Medical School Participation Certificate issued to the Participating Medical School.

**NAME OF PARTICIPATING MEDICAL SCHOOL**
New York Medical College

**PARTICIPATING MEDICAL SCHOOL NUMBER**
890653-A

**EFFECTIVE DATE**
July 1, 1998

**INITIAL TERM OF COVERAGE**
Two Years

**PREMIUM DUE DATES**
As shown on the Coverage Data For Participating Medical School Page

**GROUP POLICY DELIVERED IN**
The District of Columbia and governed by the laws of the District of Columbia.

**IMPORTANT: PLEASE READ THIS**
All provisions on this and the following pages are a part of this Medical School Participation Certificate. The Certificate Of Insurance issued for delivery to each insured Member is a part of this Medical School Participation Certificate. The definitions of terms in the Certificate Of Insurance apply whenever the terms are used anywhere in this Medical School Participation Certificate. The terms "we", "us", and "our" refer to **Trans-General Life Insurance Company of New York**. The terms "you" and "your" used in the Certificate Of Insurance refer to the insured Member. Other defined terms are printed with an initial capital letter.

MSPC197-DIS-AAMC 890653AP
Residents of the District of Columbia who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in the District of Columbia to write these types of insurance are members of the District of Columbia Life and Health Insurance Guaranty Association. The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the District of Columbia and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is limited, however, as noted on the next page.

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**DISTRICT OF COLUMBIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

**DISCLAIMER**

The District of Columbia Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.** Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned on residence in the District of Columbia. Other conditions may also preclude coverage.

The District of Columbia Life and Health Insurance Guaranty Association or the District of Columbia Superintendent of Insurance will respond to any questions you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association Act of 1992 when selecting an insurer.

**Policyholders with additional questions may contact:**

**Mr. Robert Turner Freeman, Jr.**
Executive Director
The District of Columbia Life and Health Insurance Guaranty Association
1140 Connecticut Avenue, N.W.
Suite 609
Washington, D.C. 20036

**Mr. Robert M. Willis**
Superintendent of Insurance
District of Columbia Department of Consumer & Regulatory Affairs
Insurance Administration
613 G Street, N.W., Room 634
Washington, D.C. 20001

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The District of Columbia law that provides for this safety-net coverage is called the Life and Health Insurance Guaranty Association Act of 1992. The following contains a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in
any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guarantee that your policy is covered by the Guaranty Association.
COVERAGE

Generally, individuals will be protected by the District of Columbia Life and Health Insurance Guaranty Association if they live in the District of Columbia and are insured under a health insurance, life insurance, or annuity contract issued by a member insurer, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside of that state of incorporation);
- their insurer was not authorized to do business in the District of Columbia; or
- their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital service plan, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- any policy of reinsurance (unless an assumption certificate was issued);
- any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members to the extent the plan is self-funded or uninsured;
- interest rate guarantees which exceed certain statutory limitations;
- dividends, experience rating credits, or fees for services in connection with a policy;
- credits given in connection with the administration of a policy by a group contract holder; or for
- unallocated annuity contracts.

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of either the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer, or, with respect to any one life, regardless of the number of policies, contracts, or certificates, in the case of life insurance, $300,000 in death benefits but not more than $100,000 in net cash surrender or withdrawal values; in the case of health insurance, $100,000 in health insurance benefits; and with respect to annuities, $300,000 in the present value of annuity benefits. Finally, in no event is the Guaranty Association liable for more than $300,000 with respect to any one individual.
COVERAGE DATA FOR PARTICIPATING MEDICAL SCHOOL

GROUP POLICY NUMBER 890508-B

PARTICIPATING MEDICAL SCHOOL NUMBER 890653-A

INITIAL PREMIUM RATE:

LONG TERM DISABILITY INSURANCE $33.90 semi-annually per insured Member

PREMIUM DUE DATES July 1, 1998 and each January 1st and July 1st thereafter

MINIMUM PARTICIPATION NUMBER 10 insured Members

MINIMUM PARTICIPATION PERCENTAGE 100% of eligible Members
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SECTION ONE - COVERAGE PROVISIONS

Part 1. BECOMING INSURED

To become insured you must meet each of the requirements of A through D.

A. DEFINITION OF MEMBER

You must be a Member. You are a MEMBER if you are not a full time member of the armed forces of any country and you meet both of the following requirements:

1. You are enrolled as a full-time third or fourth year medical student at the Participating Medical School.

2. You are a matriculating student in good standing who is a candidate for a degree at the Participating Medical School.

B. ELIGIBILITY FOR INSURANCE

You must be eligible for Insurance. You are eligible for Insurance on the later of the following dates:

1. July 1, 1998 if you were insured under the Prior Plan on June 30, 1998.

2. The first day of the calendar month in which you first attend classes at the Participating Medical School.

C. EVIDENCE OF INSURABILITY

Evidence Of Insurability is not required to become insured.

D. EFFECTIVE DATE OF INSURANCE

Your Insurance will become effective on the date you become eligible.

Changes in the amount of your Maximum LTD Benefit or in any other provisions of the Group Policy because of changes in your year of study become effective on the first day of the calendar month in which you first attend classes in that year of study.

Part 2. LONG TERM DISABILITY INSURING CLAUSE

Subject to all the terms of the Group Policy, we will pay the LTD Benefit described in Part 3 upon receipt of satisfactory written proof that you have become Disabled while insured under the Group Policy.

Part 3. SCHEDULE OF LONG TERM DISABILITY INSURANCE

You must read each section to understand when LTD Benefits are payable and how LTD Benefits are calculated.
A. AMOUNT OF LONG TERM DISABILITY BENEFIT

Your monthly LTD BENEFIT equals your monthly Maximum LTD Benefit reduced by your Income From Other Sources.

Your monthly MAXIMUM LTD BENEFIT is $1,500.

The MINIMUM LTD BENEFIT is $100.

Income From Other Sources is defined in Part 6.

B. ELIMINATION PERIOD

ELIMINATION PERIOD means the length of time you must be continuously Disabled before LTD Benefits become payable.

Your Elimination Period is the first 180 days of each period of continuous Disability.

Your Elimination Period begins on the date you become Disabled. No LTD Benefits are ever payable for the Elimination Period.

Temporary Recovery during the Elimination Period:

For purposes of serving the Elimination Period, all separate periods of Disability from the same cause or causes will be added together and treated as one period of continuous Disability. However, you must serve the full 180 day Elimination Period within a period of 210 consecutive days.

For purposes of this provision, a period of Temporary Recovery means any time when we do not consider you Disabled as defined in Part 5.

C. MAXIMUM BENEFIT PERIOD

MAXIMUM BENEFIT PERIOD means the longest period of time for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes.

Your Maximum Benefit Period is equal to the period shown below or the period which lasts until your Normal Retirement Age under the 1983 amendments to the federal Social Security Act, whichever is longer.

Your Maximum Benefit Period is determined as follows:

<table>
<thead>
<tr>
<th>Your Age When Disability Begins</th>
<th>Your Maximum Benefit Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>58 or younger</td>
<td>To age 65</td>
</tr>
<tr>
<td>59</td>
<td>To age 65 or 5 years, whichever is longer</td>
</tr>
<tr>
<td>60</td>
<td>5 years</td>
</tr>
<tr>
<td>61</td>
<td>4 years</td>
</tr>
<tr>
<td>62</td>
<td>3 years 6 months</td>
</tr>
<tr>
<td>63</td>
<td>3 years</td>
</tr>
</tbody>
</table>
Your Normal Retirement Age under the 1983 amendments to the federal Social Security Act is determined by the year of your birth, as follows:

<table>
<thead>
<tr>
<th>Year of Birth</th>
<th>Normal Retirement Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before 1938</td>
<td>Age 65</td>
</tr>
<tr>
<td>1938</td>
<td>Age 65 and 2 months</td>
</tr>
<tr>
<td>1939</td>
<td>Age 65 and 4 months</td>
</tr>
<tr>
<td>1940</td>
<td>Age 65 and 6 months</td>
</tr>
<tr>
<td>1941</td>
<td>Age 65 and 8 months</td>
</tr>
<tr>
<td>1942</td>
<td>Age 65 and 10 months</td>
</tr>
<tr>
<td>1943 through 1954</td>
<td>Age 66</td>
</tr>
<tr>
<td>1955</td>
<td>Age 66 and 2 months</td>
</tr>
<tr>
<td>1956</td>
<td>Age 66 and 4 months</td>
</tr>
<tr>
<td>1957</td>
<td>Age 66 and 6 months</td>
</tr>
<tr>
<td>1958</td>
<td>Age 66 and 8 months</td>
</tr>
<tr>
<td>1959</td>
<td>Age 66 and 10 months</td>
</tr>
<tr>
<td>After 1959</td>
<td>Age 67</td>
</tr>
</tbody>
</table>

Your Maximum Benefit Period begins at the end of the Elimination Period. During the Maximum Benefit Period, LTD Benefits are paid at the end of each monthly period for which you qualify for LTD Benefits. LTD Benefits will stop at your death or at any time during the Maximum Benefit Period when you no longer qualify for LTD Benefits. LTD Benefits will stop at the end of the Maximum Benefit Period even if you are still Disabled.

Temporary Recovery during the Maximum Benefit Period:

For purposes of continuing LTD Benefits during the Maximum Benefit Period, any two periods of Disability from the same cause or causes will be added together and treated as one period of continuous Disability if they are separated by a period of Temporary Recovery of less than 180 days. Thus, a new Elimination Period will not be required, the Predisability Earnings used to compute your LTD Benefit will not change, and the Maximum Benefit Period will be the balance of the Maximum Benefit Period remaining unused before the period of Temporary Recovery.

No LTD Benefits will be payable under this provision after benefits become payable to you under any other group long term disability insurance policy. This rule prevents double coverage if you become insured under another policy while you are working during a period of Temporary Recovery.

For purposes of this provision, a period of Temporary Recovery means any time when we do not consider you Disabled as defined in Part 5.
Part 4. EXCLUSIONS AND LIMITATIONS

1. WAR: You are not covered for a Disability caused or contributed to by war or any act of war.

   WAR means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

2. INTENTIONALLY SELF-INFLICTED INJURY: You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury.

3. PREEXISTING CONDITION: You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you have been continuously insured under the Group Policy for at least 5 days.

   This Preexisting Condition provision will also apply to any increase in the amount of your Maximum LTD Benefit as a result of an increase in your Predisability Earnings or an amendment to the Group Policy or Medical School Participation Certificate.

   PREEXISTING CONDITION means a mental or physical condition for which you have done any of the following at any time during the 30 day period just before the effective date of your Insurance under the Group Policy or the effective date of any increase in the amount of your Maximum LTD Benefit as a result of an amendment to the Group Policy or Medical School Participation Certificate:

   a. Consulted a Physician.
   b. Received medical treatment or services.
   c. Taken prescribed drugs or medications.

Continuity of coverage provision for each Member insured under the Prior Plan:

This Preexisting Condition provision will not apply to your Disability from a Preexisting Condition if all of the following are true:

   a. You were insured under the Prior Plan on the last day before the effective date of the Medical School Participation Certificate.
   b. You were continuously insured under the Group Policy from the effective date of the Medical School Participation Certificate through the date you became Disabled from the Preexisting Condition.
   c. Benefits would have been payable under the Prior Plan if the Prior Plan had remained in force, taking into consideration the preexisting condition exclusion or limitation, if any, of the Prior Plan. If there is a gap in coverage between coverage under the Prior Plan and coverage under the Group Policy, that period will not be counted toward satisfaction of the preexisting condition exclusion or limitation of the Prior Plan.

   However, we will pay the benefits payable under the Group Policy or the benefits which would have been payable under the Prior Plan if the Prior Plan had remained in force, whichever is less.
4. **REGULAR CARE OF A PHYSICIAN:** No LTD Benefits will be paid for any period of Disability when you are not under the regular care of a Physician.

**PHYSICIAN** means a licensed medical professional, other than yourself, diagnosing and treating you within the scope of the license.

5. **MENTAL DISORDER, ALCOHOLISM, OR DRUG ADDICTION:** Payment of LTD Benefits is limited to 24 months of LTD Benefits for each period of Disability caused or contributed to by a Mental Disorder, alcoholism, drug addiction, chemical dependency, or your voluntary use of any intoxicant or narcotic unless used or consumed in accordance with the directions of a Physician. However, if you are a resident patient in a Hospital at the end of the 24 months, this limitation will not apply while you remain continuously confined.

**MENTAL DISORDER** means a mental, emotional, or behavioral disorder.

**HOSPITAL** means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians (M.D. or D.O.). Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

### Part 5. DEFINITION OF DISABILITY

The definition of Disability changes after LTD Benefits have been paid for 24 months.

1. During the Elimination Period and until LTD Benefits have been paid for 24 months, you are only required to be **DISABLED** from your own occupation as a student.

   You are Disabled from your own occupation as a medical student if, as a result of your sickness, accidental bodily injury, or pregnancy, you are currently unable to perform the substantial and material duties of, and fulfill the necessary requirements to maintain your status as, a full time medical student at a Participating Medical School.

2. After LTD Benefits have been paid for 24 months, you are Disabled if, as a result of your sickness, accidental bodily injury, or pregnancy, you are **either**:

   a. Currently unable to perform the substantial and material duties of any gainful occupation for which you are reasonably fitted by education, training, and experience; or

   b. Unable to earn more than the amount of your Maximum LTD Benefit.

   The Return To Work Provision in Part 7A explains the effect your work earnings will have on the amount of your LTD Benefit. No LTD Benefits will be paid for any period when your gross work earnings exceed the amount of your Maximum LTD Benefit.

### Part 6. DEFINITION OF INCOME FROM OTHER SOURCES

Income From Other Sources is used to reduce your LTD Benefit and is explained in the following definition, exceptions, and rules.

A. **DEFINITION OF INCOME FROM OTHER SOURCES**
INCOME FROM OTHER SOURCES means:

1. The amount determined from the Return To Work Provision in Part 7A, if you work while you are Disabled. Part 7A explains the effect your work earnings will have on the amount of your LTD Benefit.

2. Any amount paid or payable to you as a result of your disability under any workers' compensation law or similar law, including amounts for partial or total disability, whether permanent, temporary, or vocational.

3. Any amount paid or payable to you, your spouse, or your children because of your disability or retirement under the Federal Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act. Early retirement benefits payable prior to normal retirement age under the plan or act will not be used to reduce the amount of your LTD Benefit unless they are actually received.

Any amount paid or payable to your spouse or your children because of your disability will be considered Income From Other Sources regardless of marital status, custody, or place of residence.

4. The amount you receive or are eligible to receive because of your disability under any group insurance coverage, other than group credit insurance or group mortgage disability insurance.

5. The amount paid or payable to you because of your disability under any state unemployment compensation disability benefit law or state disability income benefit law.

6. Any disability or retirement benefits paid to you under the Participating Medical School's defined benefit retirement plan, except:
   a. Any lump sum distribution of your entire interest in the plan.
   b. Any amount which is attributable to your contributions to the plan.
   c. Any amount which you could have received upon termination of employment without being disabled or retired.
   d. Any early retirement benefits which you are required to receive under the terms of the Participating Medical School's defined benefit retirement plan, unless those early retirement benefits will not reduce the amount of your retirement benefits at normal retirement age.

7. Any amount received by compromise, settlement, or other method as a result of a claim for any of the above.

Note: As used in this definition of Income From Other Sources, an amount is considered "payable" if you meet the qualifications to receive the benefit and the amount will be paid to you if you actively pursue a claim for the benefit in a timely manner. As explained in the Rules For Income From Other Sources, if you provide us with written documentation that you are actively pursuing a claim for an amount which is payable to you, we will not reduce the amount of your LTD Benefit because of that item of Income From Other Sources until it is actually paid to you.
B. EXCEPTIONS TO INCOME FROM OTHER SOURCES

The following will not be used to reduce the amount of your LTD Benefit:

1. Any cost of living increase in any Income From Other Sources, provided that the increase becomes effective while you are Disabled and while you are eligible to receive the Income From Other Sources. (This exception does not apply to any increase in your earnings from any work.)

2. Any amount received as reimbursement for hospital, medical, or surgical expense.

3. Any amount which represents reasonable attorney's fees incurred in connection with the claim for Income From Other Sources.

4. Benefits from any individual disability insurance policy.

5. Any amount you receive from the following types of retirement plans: A defined contribution (money purchase) retirement plan, a profit sharing plan, a thrift or savings plan, a deferred compensation plan, a 401(k) plan, an Individual Retirement Account (IRA), a Tax Sheltered Annuity (TSA), a stock ownership plan, a Keogh (HR-10) Plan, or a retirement plan under a Professional Service Corporation with respect to principals or shareholders.

6. Any benefits under the Federal Social Security Act received by, or on behalf of, your dependent child age 18 or over.

C. RULES FOR INCOME FROM OTHER SOURCES

1. Monthly Equivalents

Each month your LTD Benefit will be reduced by the Income From Other Sources for the same monthly period, even if you actually receive the Income From Other Sources in another month.

If you receive any Income From Other Sources periodically other than monthly, we will determine the monthly equivalent and use that amount to reduce your LTD Benefit.

If you receive any Income From Other Sources in a lump sum, we will prorate the lump sum over the period of time for which the lump sum was paid and use that amount to reduce your LTD Benefit. If no period of time is stated, we will determine the maximum period of time to which the lump sum is fairly attributable and prorate the lump sum over that period of time.

Each month we will determine the amount of your LTD Benefit using the Income From Other Sources for the same monthly period, even if you actually receive the Income From Other Sources in another month.

2. Your Duty To Pursue Income From Other Sources

You must pursue Income From Other Sources for which you may be eligible. We may ask for written documentation of your pursuit of Income From Other Sources. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your
LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Income From Other Sources.

3. Income From Other Sources Which Is Pending

If you are actively pursuing a claim for Income From Other Sources, we will not deduct that Income From Other Sources until it becomes payable. You must notify us of the amount of the Income From Other Sources when it is received. You must repay us for any resulting overpayment of your claim.

4. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under this Group Policy. You must immediately repay us the amount of the overpayment. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits becoming payable, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

**Part 7. OTHER BENEFITS AND PROVISIONS**

A. RETURN TO WORK PROVISION

This provision is designed to give you an incentive to work to the extent of your ability while you are Disabled.

If you work while you are Disabled, the Income From Other Sources used to reduce the amount of your LTD Benefit will include the full amount of your earnings from work you perform while you are Disabled, but only if your work earnings exceed 20% of your Maximum LTD Benefit.

B. SURVIVORS BENEFIT

If you die while LTD Benefits are payable to you, we will pay a lump sum Survivors Benefit. The following rules will apply:

1. The Survivors Benefit will equal three times the amount of your Maximum LTD Benefit.
2. Any Survivors Benefit payable will first be applied to reduce the amount of any outstanding overpayment of your claim for LTD Benefits.
3. The Survivors Benefit will be paid to your surviving spouse. If you are not survived by a spouse, the Survivors Benefit will be paid in equal shares to your surviving children. If you are not survived by a spouse or any children, the Survivors Benefit will be paid to your estate.

C. WAIVER OF PREMIUM

Your Long Term Disability Insurance in effect when you become Disabled will be continued without payment of premiums while LTD Benefits are payable.
If a period of continuous Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled (subject to the terms of the Group Policy), but not beyond the end of the original Maximum Benefit Period.

D. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

Your right to receive LTD Benefits for a period of continuous Disability which begins while you are insured under the Group Policy will not be affected by:

1. The termination of the Group Policy or Medical School Participation Certificate after the date you become Disabled.

2. The termination of your Insurance while the Group Policy or Medical School Participation Certificate remains in force.

3. The termination of this Insurance for your classification of students.

4. Any amendment to the Group Policy or Medical School Participation Certificate approved after the date you become Disabled.

E. RIGHT TO CONVERT TO LTD CONVERSION INSURANCE

If you are a Member who is a third-year medical student and your Insurance ends, you may have a right to buy LTD Conversion Insurance under a group master policy issued by Trans-General Life Insurance Company (Hartford, Connecticut) to the Conversion Insurance Trust without submitting Evidence Of Insurability. You will have this right, called the Right To Convert, within 31 days after the date your Insurance ends, provided that all of the following conditions are met:

1. Your Insurance ends for any reason other than the termination or amendment of the Group Policy or Medical School Participation Certificate.

2. You have been insured under the Policyholder's group long term disability insurance program for at least one year on the date your Insurance ends.

3. You are not Disabled on the date your Insurance ends.

If you have a Right To Convert, you must exercise this right within 31 days after the date your Insurance ends by:

1. Applying to us in writing for LTD Conversion Insurance coverage under the group master policy issued to the Conversion Insurance Trust.

2. Selecting the amount of your Maximum LTD Conversion Insurance Benefit.

3. Paying the first premium for your LTD Conversion Insurance.

Your Maximum LTD Conversion Insurance Benefit is the monthly LTD Conversion Insurance Benefit payable if you have no Income From Other Sources. Your Maximum LTD Conversion Insurance Benefit cannot exceed the amount of your Maximum LTD Benefit on the date your Insurance ended.
If you exercise your Right To Convert, your LTD Conversion Insurance will become effective on the day after your Insurance ends.

LTD Conversion Insurance is not a continuation of your Insurance. It is a separate and distinct coverage under a group master policy issued to the Conversion Insurance Trust. The Exclusions and Limitations, Elimination Period, Maximum Benefit Period, definition of Income From Other Sources, and other plan features may differ from those provided under the Group Policy. You may obtain a copy of the LTD Conversion Insurance Certificate from the Policyholder. The cost of LTD Conversion Insurance is shown in the application for LTD Conversion Insurance. Premiums are age-graded and payable quarterly.

Part 8. WHEN INSURANCE ENDS

Your Insurance will end automatically on the earliest of the following dates:

1. The date you cease to be a Member as defined in Part 1A, except that your Insurance will continue during the first 30 days of a leave of absence approved by the Participating Medical School.

2. The date you become a full time member of the armed forces of any country.

3. The date the Group Policy or Medical School Participation Certificate terminates or is amended to terminate coverage for your classification of students.

4. The last day of the last period for which you make the required contribution, if any, for your Insurance.

Part 9. CLAIMS PROVISIONS AND PROCEDURES FOR DISABILITY BENEFITS

A. PAYMENT OF BENEFITS; TIME OF PAYMENT

LTD Benefits will be paid to you. Any LTD Benefit remaining unpaid at your death will be paid to the person or persons receiving the Survivors Benefit or to your estate.

All benefits payable under the Group Policy will be paid within 60 days after we receive satisfactory written proof of loss in connection with the claim for benefits. All accrued LTD Benefits payable under the Group Policy will be paid not less frequently than monthly during the continuance of the period for which benefits are payable. Any benefits remaining unpaid at the end of that period will be paid as soon as possible after the receipt of satisfactory written proof of loss in connection with the claim for benefits.
B. TIME LIMITS FOR FILING A CLAIM

You must claim LTD Benefits by providing satisfactory written proof of loss to support your claim within 90 days after the end of the Elimination Period or as soon thereafter as reasonably possible. Claims not filed within these time limits will be denied and no LTD Benefit will be paid unless you can show that it was not reasonably possible for you to give such notice, and such notice was given as soon as was reasonably possible.

C. FILING A CLAIM

All claims for LTD Benefits should be submitted on our forms. You should obtain claim forms from the Policyholder, the Participating Medical School, or the Plan Administrator.

You may also request claim forms from us. If we fail to provide you with claim forms within 15 days of your request, you may submit your claim in a letter stating the occurrence, character, and extent of the event for which the claim is made.

D. PROOF OF LOSS

No LTD Benefits will be paid unless you provide us with satisfactory written proof of loss at your expense. If your claim is approved, no LTD Benefits will be continued beyond the end of the period for which you have provided us with satisfactory written proof of loss at your expense.

You must submit the following documents at your expense unless we agree to waive written documentation of information we receive in another way, such as information received electronically or by telephone:

1. A completed claim statement signed by you.

2. A completed claim statement signed by the Policyholder, the Participating Medical School, or the Plan Administrator.

3. A completed claim statement signed by your treating Physician.

4. Your written authorization for us to obtain the records and information (including tax returns) needed to determine your eligibility for LTD Benefits.

5. Such other documents as we may reasonably require, including copies of your tax returns.

We will require you to submit additional documentation of your claim at your expense at reasonable intervals while you are receiving LTD Benefits.

E. INVESTIGATION OF YOUR CLAIM

We have the right at any time to conduct an investigation of your claim.

F. INDEPENDENT EXAMINATION

We have the right to have you examined at our expense at reasonable intervals while you are claiming LTD Benefits. Any such examinations will be conducted by one or more Physicians or vocational specialists of our choice.
We have the right to defer or suspend payment of LTD Benefits if you fail to attend an examination or fail to cooperate with the person conducting the examination. In such a case LTD Benefits may be resumed, provided that the required examination occurs within a reasonable time and LTD Benefits are otherwise payable.

G. NOTICE OF DECISION ON CLAIM

You will receive a written decision on your claim within a reasonable period of time after we receive your claim.

If we deny all or any part of your claim, you will receive a written notice of denial containing:

1. The reasons for the denial.
2. Reference to the provisions of the Group Policy on which the denial is based.
3. A description of any additional information or documentation you must submit to obtain benefits and an explanation of why such information or documentation is required.
4. Notice of your right to a review of the denial.
5. A description of the review procedure.

If you do not receive a written decision on your claim within 60 days after your claim is received, you will have an immediate right to request a review under the review procedure, as if your claim had been denied.

H. REVIEW PROCEDURE

You have a right to a review of any denial by us of all or any part of your claim. To obtain a review, you should send a written request for review to us within 60 days after you receive notice of the denial. No special form is required.

As a part of your request for review, you may submit issues and comments in writing and provide additional documentation in support of your claim. You may review pertinent documents related to your request for review.

We will review your claim promptly after receiving your request for review. You will receive written notice of our decision within 60 days after your request for review is received, or within 120 days if special circumstances require an extension. The written decision you receive will include the reasons for the decision and reference to the provisions of the Group Policy on which the decision is based.

You may authorize another person to act for you under this review procedure.

Part 10. TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought to recover under the Group Policy until 60 days after written proof of loss has been provided to us.
Part 11. INCONTESTABLE CLAUSES

A. INCONTESTABLE CLAUSE FOR YOUR INSURANCE

Any statement you make to obtain Insurance is a representation and not a warranty. No misrepresentation by you will be used to reduce or deny your claim or to deny the validity of your Insurance unless all of the following are true:

1. Your Insurance would not have been approved if we had known the truth.
2. Your misrepresentation is contained in a written instrument signed by you.
3. You have been given a copy of the written instrument containing your misrepresentation.

After your Insurance has been in effect for two years, we will not use a misrepresentation by you to reduce or deny your claim or to deny the validity of your Insurance.

B. INCONTESTABLE CLAUSE FOR MEDICAL SCHOOL PARTICIPATION CERTIFICATE

Any statement made by the Participating Medical School to obtain the Medical School Participation Certificate is a representation and not a warranty. No misrepresentation by the Participating Medical School will be used to deny a claim or to deny the validity of the Medical School Participation Certificate unless all of the following are true:

1. The Medical School Participation Certificate would not have been issued by us if the truth had been known.
2. The misrepresentation is contained in a written instrument signed by the Participating Medical School.
3. A copy of the written instrument has been given to the Participating Medical School.

The validity of the Medical School Participation Certificate will not be contested after it has been in force for two years, except for non-payment of premiums or a fraudulent misrepresentation made with actual intent to deceive.

Part 12. CLERICAL ERROR

Clerical error by the Participating Medical School will not:

1. Cause you to become insured.
2. Invalidate Insurance otherwise validly in force.
3. Continue Insurance otherwise validly terminated.

Part 13. ALLOCATION OF AUTHORITY
Except for those functions which the Group Policy specifically reserves to the Participating Medical School and the Policyholder, we have the full and exclusive authority to administer claims and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to, the following:

1. The right to resolve all matters when a review has been requested.

2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it.

3. The right to determine (a) your eligibility for Insurance, (b) your entitlement to benefits, and (c) the amount of the benefits payable to you.

**Part 14. ASSIGNMENT NOT PERMITTED**

Your Certificate is not assignable. The Insurance provided and benefits payable are not assignable.

**Part 15. GENERAL DEFINITIONS**

**PARTICIPATING MEDICAL SCHOOL** means an accredited medical school which is a member of the Association of American Medical Colleges and participates in the Policyholder's Long Term Disability Insurance program.

**GROUP POLICY** means our group policy number 890508-B issued to the Policyholder.

**PRIOR PLAN** means the Participating Medical School's group long term disability insurance program in effect on June 30, 1998 under Group Policy 890508-A issued by Massachusetts Mutual Life Insurance Company (formerly Connecticut Mutual Life Insurance Company).

**LONG TERM DISABILITY INSURANCE** means your disability insurance under the Group Policy, as described in this Certificate Of Insurance and the Medical School Participation Certificate issued to the Participating Medical School.

**INSURANCE** means your Long Term Disability Insurance under the Group Policy, as described in this Certificate Of Insurance and the Medical School Participation Certificate issued to the Participating Medical School.

**LTD BENEFIT** means the monthly Long Term Disability Insurance benefit payable to you monthly according to the terms of the Group Policy.

Providing **EVIDENCE OF INSURABILITY**, if required, means you must do all of the following:

1. Complete and sign our health and medical history form.

2. Sign our form authorizing us to obtain information about your health and other insurance coverage.
3. Provide any additional information about your insurability reasonably required by us and undergo a physical examination and testing, if required by us.

All required information must be provided to us at your expense.
SECTION TWO - PARTICIPATING MEDICAL SCHOOL PROVISIONS

Part 1. PARTICIPATING MEDICAL SCHOOL

A medical school is eligible to become a Participating Medical School under the terms of the Group Policy if the medical school is an accredited medical school, a member of the Association of American Medical Colleges, and a participant in the Policyholder's Long Term Disability Insurance program.

A medical school will become a Participating Medical School on the date shown on the Medical School Participation Certificate issued to the Participating Medical School.

Part 2. TERM OF COVERAGE

This Medical School Participation Certificate is issued for the Initial Term of Coverage shown on the cover, beginning on the first day of such policy term at 12:01 A.M. Standard Time at the address of the Participating Medical School and ending on the first day after the end of such policy term at 12:01 A.M. Standard Time at the address of the Participating Medical School. This Medical School Participation Certificate may be renewed for successive renewal periods by the payment of the premium on each renewal date, provided the number of persons insured on each renewal date is neither less than the Minimum Participation Number nor less than the Minimum Participation Percentage shown on the Coverage Data for Participating Medical School page.

Part 3. TERMINATION OF MEDICAL SCHOOL PARTICIPATION CERTIFICATE

A. TERMINATION OF MEDICAL SCHOOL PARTICIPATION CERTIFICATE BY THE PARTICIPATING MEDICAL SCHOOL

The Participating Medical School may terminate this Medical School Participation Certificate and the Insurance under this Medical School Participation Certificate at any time by giving prior written notice to us. The effective date of the termination will be the later of (a) the date specified in the notice, and (b) the date the notice is received by us. No coverage under the Medical School Participation Certificate will continue and no premium charges will accrue after the effective date of the termination of the Medical School Participation Certificate.

B. TERMINATION OF MEDICAL SCHOOL PARTICIPATION CERTIFICATE BY US

We may terminate this Medical School Participation Certificate and the Insurance under this Medical School Participation Certificate as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage, if any, shown on the Coverage Data for Participating Medical School page.

2. On any Premium Due Date if we, in our sole judgment, determine that the Participating Medical School has failed to (a) promptly furnish any necessary information requested by us, or (b) perform any other obligations relating to this Medical School Participation Certificate.

3. On the date the Group Policy is terminated.
We will give the Participating Medical School at least 31 days prior written notice of any such termination of this Medical School Participation Certificate and the Insurance under this Medical School Participation Certificate.

**Part 4. TERMINATION OF THE GROUP POLICY**

We have the right to terminate the Group Policy at any time. We will give 31 days prior written notice of any such termination of the Group Policy to the Policyholder and to each Participating Medical School.

**Part 5. PREMIUMS**

A. **PREMIUM CHARGES**

The premium charge for Insurance on each Premium Due Date will be an aggregate amount based on the sum of the premiums due for all Members of the Participating Medical School then insured under the Group Policy.

B. **CONTRIBUTIONS FROM MEMBERS**

The Participating Medical School determines the amount of each Member's contribution, if any, toward the cost of Insurance.

C. **CHANGES IN PREMIUM RATES**

1. Premium rates may be changed at any time upon mutual agreement between the Participating Medical School and us.

2. If the number of insured Members changes by 25% or more, we may change any one or more of the premium rates on any Premium Due Date, but not more than once in any twelve month period.

3. We may change any one or more premium rates at any time when a change in any law or governmental regulation affects the amount payable by us under this Group Policy. Any such change in premium rates will reflect only the change in our obligations under the Group Policy.

4. Except as provided in 1, 2 or 3, we will not change the premium rates during the Initial Term of Coverage shown on the cover of this Medical School Participation Certificate. After the Initial Term of Coverage we may change any one or more of the premium rates upon 31 days written notice to the Participating Medical School, but not more frequently than once per calendar year. Any such change in premium rates may be made effective on any Premium Due Date.

We will give the Participating Medical School prior written notice of any change in the premium rates at least 31 days before the Premium Due Date on which the change will be effective.

D. **PAYMENT OF PREMIUMS**

All premiums are due on the Premium Due Dates shown on the cover of this Medical School Participation Certificate.
Each premium due is payable by the Participating Medical School on or before the Premium Due Date. The payment of each premium as it becomes due will maintain Insurance under this Medical School Participation Certificate in force through the date immediately preceding the next Premium Due Date.

E. GRACE PERIOD

This Medical School Participation Certificate has a 31 day Grace Period for each premium due after the first premium. If a premium is not paid on or before the Premium Due Date, the premium may be paid during the following 31 day Grace Period. The Medical School Participation Certificate will remain in force during the Grace Period, and the Participating Medical School is liable to us for the payment of the premium for that period.

F. TERMINATION OF MEDICAL SCHOOL PARTICIPATION CERTIFICATE FOR NONPAYMENT OF PREMIUMS

If the required premium is not paid during the Grace Period, this Medical School Participation Certificate and all Insurance under this Medical School Participation Certificate will terminate automatically at 12:01 A.M. on the date following the end of the Grace Period.

The Participating Medical School is liable for the payment of the premiums for the coverage continued during the Grace Period.

G. PREMIUM ADJUSTMENTS

Premium adjustments involving a return of unearned premiums to the Participating Medical School or collection of past due premium from the Participating Medical School will be based on the applicable premium rates in effect for the period for which the adjustment is made.

Part 6. CERTIFICATES

We will provide the Participating Medical School with a Certificate Of Insurance for each Member insured under this Medical School Participation Certificate, showing the insured Member's coverage under this Medical School Participation Certificate. The Participating Medical School will distribute a Certificate Of Insurance to each insured Member.

Part 7. RECORDS AND REPORTS

The Participating Medical School must furnish on our forms all information reasonably necessary for the administration of the Insurance under this Medical School Participation Certificate when required by us. We have the right at all reasonable times to inspect the payrolls and other records of the Participating Medical School which relate to Insurance under this Medical School Participation Certificate.

Part 8. MISSTATEMENT OF AGE

If the age of a Member has been misstated, we will make an equitable adjustment of the premiums or of benefits or of both. The adjustment will be based on:

I. The amount of the Insurance based on the correct age of the Member.
2. The difference between the premiums paid and the premiums which would have been paid if the age of the Member had been correctly stated.

Part 9. ENTIRE CONTRACT; CHANGES

The Group Policy and this Medical School Participation Certificate constitute the entire contract between the parties to this Medical School Participation Certificate.

The Group Policy or this Medical School Participation Certificate may be changed in whole or in part. No change in this Group Policy which reduces or eliminates coverage will be valid unless it is requested in writing or accepted in writing by the Policyholder. No change in this Medical School Participation Certificate will be valid unless it is approved in writing by one of our executive officers and delivered to the Participating Medical School for attachment to this Medical School Participation Certificate. No agent has authority to change the Group Policy or this Medical School Participation Certificate or to waive any of the provisions of either document.

Part 10. EFFECT ON WORKERS' COMPENSATION

The coverage provided under the Group Policy is not a substitute for workers' compensation insurance and does not relieve the Participating Medical School of any obligation to provide workers' compensation insurance.
IMPORTANT NOTICE NO. 1

To

Each Member who is
insured under Medical School Participation Certificate 890653-A issued to
New York Medical College as Participating Medical School.

Effective July 1, 2000, Part 1A of your Group Long Term Disability Insurance Certificate has been amended to provide the following definition of Member:

A. DEFINITION OF MEMBER

You must be a Member. You are a MEMBER if you are not a full time member of the armed forces of any country and you meet both of the following requirements:

1. You are enrolled as a full time first, second, third or fourth year medical student at the Participating Medical School.

2. You are a matriculating student in good standing who is a candidate for a degree at the Participating Medical School.

This change is effective July 1, 2000.

Please attach this notice to your Certificate and Summary Plan Description.

Highmark Life Insurance Company