



# MC LIFE

New York State Group Life Insurance Plan

Information for  
**Management/Confidential Employees and Eligible Officers and  
Employees of the Legislature and Judiciary, and Eligible Employees  
of New York State Participating Employers**

## 2010

Governor's Office of Employee Relations  
State of New York Department of Civil Service, Employee Benefits Division

# **M/C Life and Accidental Death and Dismemberment Coverage for Eligible Employees of New York State**

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# Metropolitan Life Insurance Company (MetLife)

Metropolitan Life Insurance Company, 200 Park Avenue, New York, New York 10166

## CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

**Policyholder:** State of New York

**Group Policy Number:** 23900-G

**Type of Insurance:** Term Life & Accidental Death and Dismemberment Insurance

**MetLife Toll Free Number(s) For Claim Information:** FOR LIFE CLAIMS: 1-800-638-6420

**THIS CERTIFICATE ONLY DESCRIBES LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.  
THE INSURANCE DESCRIBED DOES NOT PROVIDE BENEFITS FOR LOSS CAUSED BY SICKNESS.**

## If You Need Assistance

### Important Addresses and Telephone Numbers to Keep Your Coverage Up to Date

If you are an active employee and you want information about any aspect of the M/C Life Insurance Plan or need assistance in resolving a problem, you should first contact your agency Health Benefits Administrator. Your agency Health Benefits Administrator can provide you with the forms that you need. If you work in a field office, contact the person from whom you receive benefits information.

If you are retired, you may write to or call the State of New York Department of Civil Service. The Department of Civil Service serves as the Health Benefits Administrator for retired enrollees in M/C Life.

Questions About How	Contact/Address	Phone Numbers
To file a claim	Call the State of New York Department of Civil Service Employee Benefits Division	(518) 473-3496
<b>ACTIVES</b>		
To change beneficiaries or to change your coverage	Ask your agency Health Benefits Administrator	
To purchase a direct-pay conversion policy	Ask your agency Health Benefits Administrator for a form, G-685 NY, (if you have not already received one) and contact MetLife at the phone number on the form.	
<b>RETIREES</b>		
To request forms, to change coverage or to change beneficiaries	State of New York Department of Civil Service Employee Benefits Division M/C Life Insurance Alfred E. Smith State Office Building Albany, New York 12239	(518) 473-3496

**Please include your name, the last 4 digits of your Social Security number and a telephone number where you can be reached during the day on all correspondence.**

# M/C Life and Accidental Death and Dismemberment Coverage for Eligible Employees of New York State at a Glance

**This book describes the M/C Life Insurance Plan.**

**This Plan is available to:**

- Management/Confidential employees of the Executive Branch of the State of New York and Participating Employers
- Members of the State Legislature and annual employees of the Legislature
- Judges and Justices of the Unified Court System of the State of New York and non-judicial employees of the court system who have been designated Management/Confidential
- Eligible retirees

**The M/C Life Plan Offers:**

- Group Life Insurance and Accidental Death and Dismemberment Insurance for you
- Group Life Insurance for your eligible dependent(s)
- Competitive rates
- Preferred rates for non-smokers
- Convenient payroll deductions

**Coverage options are a fixed amount or a multiple of pay up to five times your salary:**

- A Life Insurance benefit maximum of \$500,000
- An Accidental Death and Dismemberment maximum of \$250,000
- A Common Carrier Accidental Death maximum of \$250,000
- 50 percent of the amount of your Life Insurance coverage for your spouse to a maximum of \$20,000
- \$4,000 Life Insurance coverage for each dependent child

**M/C Life Insurance coverage will continue into retirement:**

- Enrollees remain in the Plan (subject to coverage reductions at age 65 and 70) with either premium pension deductions or direct payments to the Department of Civil Service, unless a signed, written request is submitted to cancel coverage.

## Who Is Eligible

This section explains eligibility requirements under the M/C Life Insurance Plan which includes M/C Life Insurance and Accidental Death and Dismemberment Insurance coverage for you (the enrollee), and, if you choose, dependent Life Insurance coverage for your spouse and/or your children. Only you, the enrollee, are eligible for Accidental Death and Dismemberment Insurance.

### You, the enrollee

To be eligible to enroll in the M/C Life Insurance Plan, you must be appointed or elected to a position in New York State government as a:

- Management/Confidential employee of the State or of a Participating Employer; or
- Member or Annual employee of the State Legislature; or
- Judge or Justice of the Unified Court System of the State or a non-judicial employee of the court system who has been designated Management/Confidential.

### Your spouse and children

If you elect coverage for yourself, you may also elect Life Insurance coverage for your spouse (including your domestic partner) only, or your children or both. The following dependents are eligible for Life Insurance coverage under M/C Life.

**It is your responsibility to notify your agency Health Benefits Administrator with changes to your spouse's/domestic partner's and dependents' eligibility.**

### Your spouse

If you elect coverage for yourself, your lawful spouse, including a legally separated spouse or your domestic partner is also eligible to be covered. A same sex spouse is eligible, if the same sex marriage was validly entered into in a jurisdiction where same sex marriage is permitted. You may cover your spouse or domestic partner as a dependent even if your spouse or domestic partner is enrolled for coverage as an enrollee. Proof of domestic partnership is required. Your agency Health Benefits Administrator has complete information on eligibility, enrollment procedures and coverage dates.

If you are divorced, your marriage has been annulled, or your domestic partnership ends, your former spouse or domestic partner is not eligible to be a covered dependent under this Plan, even if a court orders you to maintain coverage. You must notify your agency Health Benefits Administrator and end coverage for your spouse or domestic partner effective the date the marriage or domestic partnership ends.

You always have the right, however, to name your former spouse or domestic partner as the beneficiary of your Life Insurance coverage. See *Beneficiary and Assignment of Benefits* on page 12.

### Your children or your domestic partner's children under age 19

Your unmarried children or your domestic partner's unmarried children at least 15 days old but less than 19 years of age are eligible. This includes your natural children, legally adopted children and your stepchildren. The signature of the natural parent is required when enrolling a stepchild or domestic partner's child as a dependent. Other children who reside permanently with you in your household who are chiefly dependent on you and for whom you have assumed legal responsibility in place of the parent also are eligible; you must verify eligibility and provide documentation upon enrollment and every two years thereafter.

No dependent child may be covered by more than one employee in the M/C Life Plan.

**Your agency Health Benefits Administrator has complete information on eligibility, enrollment procedures and coverage dates.**

## **Your children or your domestic partner's children age 19 or over who are full-time students**

Your unmarried children or your domestic partner's children who are age 19 or over but under age 25 are eligible if they receive more than half their support from you, are **full-time** students at an accredited secondary or preparatory school, college or other educational institution and are otherwise not eligible for employer group life insurance coverage. They continue to be eligible through the month in which they complete course requirements for graduation. If your child reaches age 19 during a school vacation period, coverage will continue as long as the child is enrolled in an accredited secondary or preparatory school, college or other accredited educational institution and plans to resume classes on a full-time basis at the end of the vacation period. Proof of enrollment may be required.

For "other children", support by you must have commenced before the child reached age 19.

**Your agency Health Benefits Administrator has complete information on eligibility, enrollment procedures and coverage dates.**

## **Disabled dependent(s) age 19 or over**

Your unmarried dependent child age 19 or over is eligible if he/she is incapable of self-sustaining employment due to mental illness, developmental disability, mental retardation (as defined in the mental hygiene law) or physical handicap and became incapable before the age at which dependent coverage would otherwise be terminated.

## **Dependent child in the military**

A dependent child over age 25, who has served in the U.S. Military, and who would otherwise meet the student definition, will qualify as a "child" for an additional amount of time equal to their active-duty military service, to a maximum of four years.

## **Questions?**

If you have any questions concerning eligibility, please contact your agency Health Benefits Administrator.

# Enrollment, Late Enrollment and When Coverage Begins

This section explains the date when you and your dependent(s) are eligible for coverage, and when M/C Life coverage begins.

## When you first become eligible to enroll

You are eligible to enroll by signing the application:

- the first day you are actively at work (see glossary) in an eligible position and performing the normal duties of your job; and
- the date your class of employees is eligible for coverage under this Plan.

## Enrollment is not automatic

You and your dependent(s) will not be covered automatically. If you enroll for M/C Life, you will also receive Accidental Death and Dismemberment coverage. (Only the enrollee is eligible for Accidental Death and Dismemberment coverage.)

If you enroll in M/C Life and you want to cover your eligible dependent(s) for Life Insurance, you must also enroll for dependent coverage.

## How to enroll

To enroll for coverage, contact your agency Health Benefits Administrator.

The request for M/C Life for you and your dependent(s) must be in writing. You must complete Form PS-934 through your agency Health Benefits Administrator. You must be actively at work on the day you enroll yourself and/or your dependent(s).

If you are on sick leave, leave without pay due to sickness or injury, or otherwise not actively at work on the day the enrollment form is signed and dated, the enrollment date for you and your dependent(s) will be the next day you are actively at work.

## How to enroll dependents

If you first acquire an eligible dependent after you have enrolled for coverage (with no dependents), dependent insurance will begin on the first day of the payroll period following the payroll period in which you enrolled the dependent if the request is signed within six biweekly payroll periods. See below for late enrollment.

After you have enrolled your first dependent child, subsequent dependents who are born or adopted will be covered effective on the date the person becomes your dependent or on the 15<sup>th</sup> day after their birth, whichever comes later. It is not necessary for you to file an enrollment form or submit proof of insurability.

## When coverage begins for regular enrollment

If you are a new hire or are newly appointed to a position designated as M/C and you enroll yourself (Life Insurance/Accidental Death and Dismemberment) and your eligible dependent(s) (Life Insurance only) within the first six biweekly payroll periods after you become eligible, coverage for you and your dependent(s) will begin on the first day of the payroll period following the payroll period in which you enroll, provided you were actively at work and performing the regular duties of your job on the date you enrolled. This will be considered a regular enrollment. Regular enrollments will not require a statement of health or a medical examination for proof of insurability.

## When coverage begins for late enrollment

New hires or newly eligible employees who do not enroll themselves and their dependent(s) within the first six biweekly payroll periods of their eligibility will be considered late enrollees. They will be required to submit proof of insurability, which will include a Statement of Health (form GEF02-1 12/07) and may include a medical exam.

Medical evidence of insurability expenses are covered by MetLife, except under the following circumstances:

- if MetLife requests additional information, they may have a vendor contact you for a brief paramedical exam. If you do not want to utilize MetLife's vendor, you may have your physician provide that information at your expense.
- if your Statement of Health request is declined and you wish to appeal MetLife's decision, you may provide additional information from your physician at your expense.

In cases of late enrollment, coverage for you and your dependent(s) will become effective on the first day of the payroll period following the date MetLife approves each request for coverage, provided you are actively at work on that day. Otherwise, coverage will take effect on the first day of the payroll period after you return to work.

If MetLife does not accept the Statement of Health for you, no coverage will be available for you or any dependent. If MetLife does not accept a dependent's Statement of Health, no coverage will be available for that person.

### **If you want to cancel enrollment**

To cancel your coverage in the M/C Life Plan for you or your dependent(s), contact your agency Health Benefits Administrator. Your or your dependents' coverage will end on the last day of the payroll period in which the form is signed.

### **Re-enrollment after cancellation**

If your coverage or your dependent's coverage is canceled because you do not pay the required premium while you are off the payroll or because you voluntarily canceled your coverage, you may request, in writing, that you be allowed to re-enroll yourself and eligible dependent(s). Your request will be treated as a late enrollment.

# Coverage Options Under the M/C Life Insurance Program

## What are the options?

When you enroll in the M/C Life Plan, you will need to decide which option you want for your own coverage.

You may choose coverage for a fixed amount or a multiple of salary.

There are important differences between the fixed-amount option and the salary-based option.

If you choose the option which is a multiple of your salary, the amount of your Life Insurance coverage will change each year if your annual salary changes. Changes in multiples-of-salary coverage (based on your annual salary on September 1<sup>st</sup>) will occur on the first day of the payroll period beginning on or immediately following the first day of September.

If you choose coverage at a multiple of salary, you do not need to provide evidence of insurability for any automatic increases resulting from salary increases. If you choose a fixed amount of insurance, that amount will stay the same regardless of salary.

Regardless of the option you choose, if, after your initial enrollment, you wish to change your option to a higher multiple of your salary, you must submit proof of insurability satisfactory to MetLife.

The fixed-amount and multiples-of-salary options provide different coverage amounts. Also, the option you choose for your personal coverage affects the benefits payable under the Accidental Death and Dismemberment Program and could affect your spouse's coverage.

Your age is also a factor. Beginning at age 65, decreases are automatic in multiples-of-salary coverage. Be sure to weigh your needs and choose the option that provides the most suitable coverage for you and your family.

## No loan or cash values

Regardless of the option you choose, the benefits under the M/C Life Plan do not at any time provide paid-up insurance, or loan or cash values.

## Coverage for you

You, the enrollee, may select the amount of Life Insurance coverage that you carry on yourself from the list of options below.

You may select:

- A fixed amount of \$ 5,000, or \$10,000, or \$15,000, or
- An amount equal to your annual salary\*, or Two times your annual salary\*, or Three times your annual salary\*, or Four times your annual salary\*, or Five times your annual salary\*

\*Your annual salary is determined by your employer. If you choose the salary-based option and the amount of insurance is not an even multiple of \$1,000, it is rounded to the next **higher** multiple of \$1,000.

**Example:** If you choose coverage at two times your annual salary and your current annual salary is \$48,180, then two times your annual salary, \$96,360, is increased to the next higher \$1,000. The amount of your life insurance coverage is \$97,000.

## Benefit Maximums

When you select coverage at a multiple of salary, the maximum benefit will be determined from the table below:

<b>Life Insurance</b>	<b>\$500,000</b>
<b>Accidental Death and Dismemberment Insurance</b>	<b>\$250,000</b>
<b>Common Carrier Accidental Death Benefit</b>	<b>\$250,000</b>

## Automatic changes based on salary

If you have selected coverage equal to a multiple of your salary and your salary increases or decreases or you receive additional coverage because the benefit maximums increase, the increase or decrease in Life Insurance coverage will be automatic.

Any such automatic **increase** or **decrease** in Life Insurance coverage will become effective on the first day of the payroll period coincident with, or next following September 1, provided you are actively at work on that date, otherwise it will take effect on the first day of the payroll period coincident with or next following your return to active work. The coverage is based on your annual salary on September 1.

Examples:

1. Your salary is reduced on April 21, 2010. Your coverage will be reduced effective the first day of the payroll period beginning on or following September 1, 2010.
2. Your salary is increased on September 1, 2010. Your coverage will be increased effective the first day of the payroll period beginning on or following September 1, 2010.
3. Your salary is increased on September 21, 2010. Your coverage would be increased effective the first day of the payroll period beginning on or following September 1, 2011.

## Automatic change for your covered spouse

When your insurance coverage changes, your spouse's insurance coverage will continue to equal 50 percent of your coverage or \$20,000, whichever is less.

## Dependent(s) benefits

You may select Life Insurance coverage for your dependent(s) from the following table:

<b>Amount of Life Insurance Coverage</b>	
Your spouse: 50% of your life insurance coverage to a maximum of \$20,000	Your eligible children: \$4,000 each

## Changes in amounts of coverage that you request

If you request an increase in Life Insurance coverage, you must give MetLife evidence of your good health. Requests must be in writing. If MetLife accepts your evidence of good health as satisfactory, the increased amount will replace your previous selection on the first day of the payroll period following the date of acceptance. If MetLife doesn't accept the evidence of your good health as satisfactory, the increase will not take place.

If you are not actively at work on the date a change in benefits would otherwise take place because of a change in your salary or your request for increased Life Insurance coverage, the change in benefits will take place on the first day of the payroll period following your return to active work.

## **If you want to decrease your Life Insurance coverage**

If you request a decrease in your Life Insurance coverage, the decrease will begin on the first day of the payroll period following the date of your written request or signed application to your agency Health Benefits Administrator. Proof of insurability is not required.

## **Statements which relate to insurability**

Any statement you make will be considered a true statement. If it is later discovered that you made an error, your premiums and/or benefits payable to your beneficiary may be adjusted if:

- the statement is contained in a written application you signed; and
- a copy of the application has been furnished to you or to your beneficiary; and
- the insurance coverage has been in force less than two years.

## **Cost of M/C Life**

### **How you pay**

Premiums are based on your age and smoking status. Rate sheets are available from your agency Health Benefits Administrator.

In most cases, premiums will be deducted from your paycheck. If you work for a Participating Employer, contact your agency Health Benefits Administrator regarding premium payment.

If you go on Leave Without Pay, for continued coverage while you are on leave, you must make payments directly to the Department of Civil Service. If you go on Short Term Disability or Long Term Disability, for continued coverage while you are in this status, you must make payments directly to the Department of Civil Service. If payments are not made for this period and you wish to re-enroll, you will be considered a late enrollee upon return to the payroll. (**NOTE:** If you work for a Participating Employer, contact your agency Health Benefits Administrator regarding premium payment while in any of these statuses.)

If you retire and choose to continue your insurance, a monthly billing notice will be sent to you, or you may elect to have the payments deducted from your retirement check. (**NOTE:** If you work for a Participating Employer, contact your agency Health Benefits Administrator regarding premium payment options.)

### **Rate changes**

Premium rates may change on September 1 based on the overall positive or negative experience of the group.

Premium rates apply in five-year brackets. When your age increases and you move to the next bracket, your rate will go up. This rate increase will take effect on the September 1 coincident with, or next following, the birthday on which your age bracket changes.

### **If you are a smoker**

If you have smoked cigars, cigarettes or a pipe during the 12 months preceding the effective date of your Life Insurance coverage, you are not eligible for the non-smoker discount.

### **If you do not smoke**

If you have not smoked cigars, cigarettes or a pipe during the 12 months preceding the effective date of your Life Insurance coverage, you are eligible for a non-smoker discount.

### **Annual opportunity to change to non-smoker status**

You may be eligible to change to non-smoker status in the future. You will become eligible for the discount on September 1 of the year following a 12-month period during which you have not smoked cigars, cigarettes or a pipe. Requests must be made in writing before September 30.

Contact your agency Health Benefits Administrator to change your smoker/non-smoker status.

### **Part-time employees**

If you are an M/C employee working part-time or on a reduced schedule and choose to enroll in M/C Life at a multiple of salary, the amount of coverage and the premium are figured on the annual full-time salary.

### **Waiver of premium**

In certain situations, you may be entitled to have your life insurance premium waived. See *Waiver of Premium for active employees* on page 19.

### **Keep your coverage up to date**

Be sure your coverage is up to date so you are paying the correct premium. Should you find that you are paying an incorrect amount, e.g., your dependent child is no longer eligible; contact your agency Health Benefits Administrator, if you are an active employee, or the Department of Civil Service, if you have left the payroll. See *If You Need Assistance* on page 2.

# Beneficiary and Assignment of Benefits

## Your beneficiary

The “beneficiary” is the person or persons whom you choose to receive any benefit payable because of your death.

Once you select the person or persons you want to name as beneficiary, you must complete the correct beneficiary form (M/C Life Beneficiary Designation Form) and submit it to your agency Health Benefits Administrator. You may change the beneficiary at any time by filing a new form. You do not need the consent of the beneficiary to make a change.

When the form changing the beneficiary is received, the change will take effect as of the date you signed it. The change of beneficiary will take effect even if you are not alive when it is received. A change of beneficiary will not apply if the form is received after a Life Insurance benefit has been paid by MetLife.

Please note: New York State law states that a divorce or annulment of a marriage revokes a beneficiary designation made by the divorced enrollee to or for the payment of the benefit to the former spouse. “Divorce or annulment” is defined in the law to include a final decree or judgment of divorce or annulment, an order declaring the nullity of a marriage or dissolving such marriage, and a final decree or judgment of separation, recognized as valid under the New York State law. There is an exception to the automatic revocation - if the express terms of a court order or contract relating to the division of property made between the divorced individuals provide otherwise, the designation of the ex-spouse as beneficiary is not revoked. Should an enrollee wish to keep their ex-spouse as beneficiary after the original designation becomes invalid, they may do so. To name an ex-spouse as beneficiary, the enrollee must update their designation by contacting their agency Health Benefits Administrator and requesting and completing a beneficiary designation form.

**Be sure to keep your beneficiary designation up to date.**

## Benefits payable to your beneficiary

Upon your death, your M/C Life Insurance benefits will be paid to your beneficiary or beneficiaries of record when a claim is filed. Also, see *If you work beyond age 65* on page 18.

## More than one beneficiary

If you have more than one beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

## Death of a beneficiary

If you have selected a beneficiary but that person dies before you do, that person’s share will be divided equally among your surviving beneficiaries unless you have chosen otherwise.

## No beneficiary designated or no surviving beneficiary

If, at your death, you have no beneficiary, the benefits will be paid to your estate. However, MetLife may instead pay all or part of that amount to one or more of the following persons who are related to you and who survive you:

- spouse;
- child(ren);
- parent(s); or
- sibling(s)

Any payment made in good faith will discharge MetLife’s liability to the extent of such payment. If a beneficiary or a payee is a minor or incompetent to receive payment, MetLife will pay that person’s guardian.

## You are the beneficiary of your dependent(s) coverage

Provided you survive them, you, the enrollee, are the beneficiary of your spouse's and dependent children's life insurance.

If you die before your spouse, domestic partner or dependent child, the benefits will be paid to the deceased's estate; or MetLife may pay all or part of that amount to one or more of the following persons who are related to that dependent and who survive that dependent:

- child(ren);
- parent(s); or
- sibling(s)

Any payment made in good faith will discharge MetLife liability to the extent of such payment. However, if you and any dependent die within a 24-hour period, the beneficiary for the dependent's Life Insurance will be your estate. If a beneficiary or a payee is a minor or incompetent to receive payment, MetLife will pay that person's guardian.

## Assigning your insurance

You may assign, your Life Insurance rights and your Accidental Death and Dismemberment benefits under this Group Plan. If you assign the benefits, the person, persons or organization to which you assign the benefits will, in effect, become the enrollee and will own the right to all benefits. **This means that you no longer have any rights regarding your coverage and benefits and this decision cannot be reversed.** If you assign your benefits to another, you give that person, persons, or organization the following rights and responsibilities:

- The responsibility to make premium payments required to keep the benefits in force under this Plan;
- The right to change the beneficiary;
- The right to obtain a conversion policy if, for example, your employment is terminated and you are no longer covered under M/C Life. See *Conversion Rights for You and Your Dependent(s)* on page 22.

### **An assignment of benefits will not be valid unless it is:**

- a written\* form satisfactory to MetLife, affirming the assignment, has been completed. The form is obtained from the NYS Department of Civil Service, M/C Life Insurance Unit;
- the written\* form has been signed by you and the assignee(s);
- the State of New York acknowledges that your Life Insurance and Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
- the completed written\* form must be submitted to NYS Department of Civil Service, M/C Life Insurance Unit and is then transmitted to MetLife for recording.

\*Written – means a record which is on or transmitted by paper or electronic media which is acceptable to MetLife and consistent with applicable law.

### **You cannot reverse the assignment**

*Think carefully before you assign your benefits. You may want to discuss it with a lawyer or tax advisor. Once you have completed the forms and they have been accepted and filed, MetLife and the State of New York have no responsibility regarding the validity or the sufficiency of any assignment. You cannot reverse the assignment.*

Example: If you assign your coverage and benefits to your spouse or domestic partner and you later get divorced or your domestic partnership ends, your former spouse or domestic partner, in effect, owns your life insurance.

You cannot assign your spouse's, domestic partner's or children's life insurance benefits.

MetLife and the State of New York assume no obligation or risk regarding your choice of assignment.

# Benefits Under the M/C Life Insurance Program and Accidental Death and Dismemberment Insurance Program

## Life Insurance Coverage

### Benefits paid to your beneficiary if you die

If you die while you are covered under the M/C Life Insurance Plan, MetLife will pay your beneficiary the amount of M/C Life benefits in effect on the date of your death.

Your beneficiary must file a claim for the payment of the M/C Life benefits. See *How to File a Claim for M/C Life Benefits* on page 21 for information on filing claims and deadlines. Also, see *Beneficiary and Assignment of Benefits* on page 12 for information on notifying MetLife of your beneficiary.

### How the benefit will be paid

MetLife will pay your beneficiary in one lump sum for payments of \$5,000 or less. Other payment options are available through MetLife's Total Care Account. You may arrange to have all or part of your M/C Life Insurance benefit paid under a payment option best suited to the needs of your beneficiary. If you do not specify a payment method at the time you enroll, your beneficiary may choose a settlement option.

Contact MetLife at 1-800-638-6420 for information on other payment options that may be available upon request.

## Accidental Death and Dismemberment Coverage

### If your death is accidental

If your death is caused by an accident, as described below, the amount of life insurance coverage you have selected, plus an equal amount of Accidental Death and Dismemberment coverage up to the Benefit Maximums, is payable to the beneficiary designated for your M/C Life Insurance. See *Benefit Maximums* on page 9.

### Benefits in case of accident

If you sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss (see *Table of Covered Losses and Benefit Amounts for Accidental Death and Dismemberment* on page 16), MetLife will pay Accidental Death and Dismemberment Benefits if:

- the accident occurs while you are covered for Accidental Death and Dismemberment benefits; and
- that accident is the sole cause of the injury; and
- that injury is the sole cause of a Covered Loss shown below; and
- that loss occurs not more than 90 days after the date of that accident and was a direct result of the accident.

If you have coverage that is a multiple of your salary, your Accidental Death and Dismemberment benefit would equal the amount of your Life Insurance benefit up to the Benefit Maximums. If you have selected a fixed amount, the amount of Accidental Death and Dismemberment would equal the fixed selection.

If your death is due to an accident, the combined maximum benefit under this Plan is the amount of Life Insurance, plus the amount of Accidental Death benefit plus the Common Carrier benefit, if the accident occurred while you were a passenger on a Common Carrier.

MetLife will deem a loss to be the result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

### Maximum benefit for all losses in each accident

No more than the full amount will be paid for all losses caused by all injuries sustained in one accident. "Full Amount" means the maximum amount of Accidental Death and Dismemberment benefits for which you are covered at the time of the accident.

## **Common Carrier Benefit**

If you are injured while riding in, falling from or otherwise descending from or with the conveyance; and your accidental death occurs while traveling as a fare-paying passenger on a common carrier, the amount of the Accidental Death and Dismemberment benefit is doubled. Common Carrier means a government regulated entity that is in business of transporting fare paying passengers. A Common Carrier includes airlines operating regularly scheduled passenger flights over established routes, but excluding all other airlines and flights. Common Carrier does not include: chartered or other privately arranged transportation; taxis; or limousines.

If you die as a result of an accidental injury, MetLife will pay this additional benefit if:

1. this benefit is in effect on the date of the injury; and
2. MetLife receives proof\* that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

\* Proof means the written evidence satisfactory to MetLife that a person has satisfied the conditions and requirements for this benefit. Proof must establish the nature and extent of loss.

The maximum Common Carrier benefit amount payable is equal to the amount of your Accidental Death and Dismemberment benefit.

## **Presumption of Death**

You will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which you were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within one year of:
  - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - the date the person is reported missing to the authorities if traveling in any other aircraft or vehicle.

## **Accidental Death and Dismemberment**

If you are dismembered as the result of an accident, 50 percent of the basic Accidental Death and Dismemberment benefit is payable for the loss of one hand, one foot or the sight of one eye, and the full amount of the basic Accidental Death benefit is payable for any combination of these losses from any one accident.

<b>Table of Covered Losses and Benefit Amounts for Accidental Death and Dismemberment</b>	
<b>Covered Losses (Subject to Exclusions)</b>	<b>Benefit Amounts</b>
Life	Full Amount (100%)
A hand (Loss of hand means a loss by severance at or above the wrist.)	One half of the Full Amount (50%)
A foot (Loss of foot means a loss by severance at or above the ankle joint.)	One half of the Full Amount (50%)
Sight of an eye (Loss of sight means total and irrecoverable loss of sight.)	One half of the Full Amount (50%)
Any combination of the above from any one accident	Full Amount (100%)
Loss thumb and index finger of same hand (Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.)	25% of the Full Amount

### **Accidental Death and Dismemberment Exclusions**

Benefits will not be paid under Accidental Death and Dismemberment insurance (including benefits for common carrier coverage) if the loss in any way results from:

- a physical or mental illness, including diagnosis of or treatment for the illness; or
- an infection, unless it is caused by an external wound that can be seen and which was sustained in an accident; or
- suicide or attempted suicide; or
- intentionally self-inflicted injury; or
- war, whether declared or undeclared; or act of war, rebellion or riot; or
- committing or attempting to commit a felony; or
- the voluntary intake or use by any means of any drug, medication or sedative, unless it is:
  - taken or used as prescribed by a physician, or
  - an "over-the-counter" drug, medication or sedative taken as directed;
- alcohol in combination with any drug, medication, or sedative; or
- poison, gas or fumes.

**Exclusion for Intoxication** – MetLife will not pay Accidental Death and Dismemberment benefits for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

(Intoxicated means that the injured person's blood level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.)

### **Payment of benefits for losses covered by Accidental Death and Dismemberment**

Written notice of a claim must be given to MetLife within 90 days after the date of the accident which caused the loss. Upon MetLife's receipt of notice and satisfactory proof of accidental loss, benefits will be paid directly to you as described above in the Table of Covered Losses.

### **Medical examination while a claim is pending**

While a claim for Dismemberment benefits is pending, MetLife, at its expense, will have the right to have you examined by doctors of their choice when and as often as they reasonably choose.

### **Proof of death**

The benefit will be payable when MetLife receives notice and satisfactory proof of your death. Benefits will be paid to your beneficiary.

### **Autopsy**

If Accidental Death benefits are claimed, MetLife, at its own expense, can make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons MetLife is requesting the autopsy.

### **Types of payment**

Payment of any amount of Accidental Death or Dismemberment benefits (including benefits for Common Carrier coverage) may be made in one lump sum for payments of \$5,000 or less. Other payment options are available through MetLife's Total Care Account. You may obtain details on the payment options available by contacting MetLife at 1-800-638-6420.

## **How Changes in Status and Age Affect Your M/C Life and Accidental Death and Dismemberment Coverage**

### **If you retire**

When you retire your M/C Life Insurance will automatically continue for you and your dependent(s) unless you submit a written request to your agency Health Benefits Administrator to cancel coverage under this Plan. You should complete a PS 932 Form and return it to your agency Health Benefits Administrator to document your decision to continue your coverage, cancel or convert to a MetLife individual conversion policy which is not subject to reductions. See *How you pay*, on page 10, for information on payment if you continue your coverage in retirement or *Conversion Rights for You and Your Dependent(s)*, on page 22, for information on converting coverage to an individual policy.

If you have selected a multiple of salary option, if you retire and decide to continue coverage under this Plan, the amount of your Life Insurance coverage and your Accidental Death and Dismemberment coverage will be reduced by 35 percent (but to not less than \$15,000) effective on the September 1 coincident with or next following your 65<sup>th</sup> birthday. Life Insurance coverage will be further reduced to \$15,000 on the September 1 coincident with, or next following, your 70<sup>th</sup> birthday.

**Example:** You will be 65 on September 1, 2010. Your Life and Accidental Death and Dismemberment coverage will be reduced by 35 percent effective September 1, 2010.

**Example:** You will be 65 on April 21, 2010. Your Life and Accidental Death and Dismemberment coverage will be reduced by 35 percent effective September 1, 2010.

Then on the September 1 coincident with or next following your 70<sup>th</sup> birthday, your Life coverage will be reduced to \$15,000.

**Example:** You will be 70 on September 1, 2015. Your Life coverage will be reduced to \$15,000 effective September 1, 2015.

**Example:** You will be 70 on April 21, 2015. Your Life coverage will be reduced to \$15,000 effective September 1, 2015.

Your spouse's or domestic partner's coverage may be reduced when yours is. It will equal 50 percent of your coverage or \$20,000, whichever is less.

Your Accidental Death and Dismemberment coverage will end on the September 1 coincident with, or next following, your 70<sup>th</sup> birthday.

If you have selected fixed amounts of insurance (\$5,000, \$10,000, \$15,000) or if you have chosen to be covered at a multiple of your salary that is equal to, or less than, \$15,000 at retirement, your coverage will not be subject to a reduction.

## If you work beyond age 65

If you continue to work beyond age 65 and if your Life Insurance is more than \$15,000, the amount of coverage for you will be reduced effective on the first day of the payroll period which begins, or next follows, the September 1 coincident with or next following, the day you reach ages 65, 70, 75 and 80. Your multiples of salary will be reduced as indicated in the table below, but will not be reduced below \$15,000. If, after the reduction is applied, your coverage is not an even \$1,000, it will be increased to the next higher \$1,000.

<b>Enrollee's Age</b>	<b>Percentage of Coverage Retained</b>
65 but less than 70	65%
70 but less than 75	45%
75 but less than 80	30%
80 and over	20%

Your premiums will be based on the reduced amount of insurance.

### **Example:**

Mary has Life Insurance equal to five times her salary or \$250,000, and she continues to work beyond age 65. (This example does not show possible increases in Mary's salary.) Her coverage after age 65 will be as follows:

<b>Age</b>	<b>Amount</b>
65 but less than 70	\$163,000 (\$162,500 increased to next even \$1,000)
70 but less than 75	\$113,000 (\$112,500 increased to next even \$1,000)
75 but less than 80	\$75,000
80 and over	\$50,000

**Note:** If you work beyond age 70 and then retire, your coverage will be reduced to \$15,000 and your spouse's coverage will be made to equal 50 percent of your coverage, or \$7,500.

## **Reductions to accidental death and disability**

On the date of each reduction in Life Insurance coverage, the amount of your Accidental Death and Dismemberment coverage will be made to equal the reduced amount of Life coverage up to the maximum Accidental Death and Dismemberment allowable. Accidental Death and Dismemberment benefits will not be reduced below \$15,000. If you retire, Accidental Death and Dismemberment coverage will end on the September 1 following your 70<sup>th</sup> birthday.

## **Dependent reductions when you reach 65**

When you reach age 65, 70, 75, or 80 and your Life Insurance is reduced, your spouse's coverage may also be reduced. At no time can your spouse's Life Insurance benefit be more than 50 percent of your Life Insurance benefit.

## **Premiums will be reduced when coverage is reduced.**

Your premiums will be based on the reduced amount of insurance.

## **You may purchase conversion coverage**

Each time your coverage is reduced by 20 percent or more because of age, you may purchase direct-pay conversion coverage, provided you purchased conversion coverage each time it was available to you. Should your spouse's or domestic partner's coverage be reduced 20 percent or more, your spouse may also be able to purchase direct-pay conversion coverage. The amount of coverage you may convert will be equal to or, at your option, less than the amount of the reduction. See *Dependent reductions when you reach 65* on page 18.

## **If you become totally disabled**

If you have Life Insurance coverage and become totally disabled prior to your retirement and before your 60<sup>th</sup> birthday, and remain totally disabled for nine consecutive months or more, Life Insurance coverage for you, as well as coverage for any enrolled dependent(s) who remain otherwise eligible, can be continued without further cost to you until recovery or death subject to the following conditions:

Your Life Insurance coverage can continue provided you:

- remain totally disabled for nine consecutive months or more; and
- show proof of your disability satisfactory to MetLife; and
- complete Form MA 8015 - Statement of Review for Continuance of Life Insurance, to continue your Life Insurance coverage while totally disabled.

MetLife reserves the right to have you examined by a doctor of their choice to establish proof of your disability.

## **Waiver of premium for active employees**

In certain situations, you may be entitled to have your Life Insurance premium waived for the duration of your total disability. The amount of the Life Insurance coverage for which premiums would be waived would be the amount of Life Insurance coverage you had selected, minus any reduction due to age.

To qualify for a waiver of your Life Insurance premium, you must meet all of the following requirements:

- you must have been totally disabled as a result of sickness or injury before your retirement and before your 60<sup>th</sup> birthday; and
- you must have been totally disabled on a continuous basis for a minimum of nine months; and
- you must have kept coverage in effect while you were off the payroll by paying the required cost of your Life Insurance premium.

## **Waiver is not automatic**

A waiver of premium is **not** automatic. You must apply for it, and you must continue to pay your Life Insurance premiums until you are notified that the waiver has been granted. You will receive a refund for any overpayments.

## **How to apply for a waiver of premium**

To apply for a waiver of premium, obtain Form MA 8015, Statement of Review for Continuance of Life Insurance Protection During Total Disability, from your agency Health Benefits Administrator. After you, your agency Health Benefits Administrator and your physician have filled in the required information, return the completed form to:

NYS Department of Civil Service  
Employee Benefits Division  
Alfred E. Smith State Office Bldg.  
Albany, NY 12239

**You must apply during the period in which you meet the eligibility requirements for a waiver; you may not apply after you return to the payroll or vest or retire.** The Employee Benefits Division will notify you if your waiver has been granted.

## **If you are totally disabled and coverage ends**

If your Life Insurance coverage ends and you are totally disabled and then die, benefits may be payable in certain cases. MetLife will pay benefits to your beneficiary if:

- you became totally disabled before your Life Insurance coverage ended; and
- you were actively at work and less than 60 years old when you became disabled; and
- you continued to be totally disabled after your Life Insurance coverage ended and until the date of your death; and
- your beneficiary submits the required proof to MetLife.

The proof must be submitted to MetLife within one year, and it must be submitted on the appropriate form in a manner acceptable to them. MetLife is not required to notify your beneficiary to have him/her send the proof. It is the beneficiary's responsibility to contact MetLife. If the proof cannot be provided by the beneficiary within one year, it should be submitted as soon as reasonably possible for MetLife review.

If you die within a year after your Life Insurance coverage ended and before any proof of your disability has been given, then proof that your total disability continued to the date of your death must be given to MetLife within one year of your death.

If, after your Life Insurance coverage ended, you purchased an individual conversion policy and you die within one year, a benefit will be paid to your beneficiary under the M/C Life policy, and the premiums for the conversion policy will be reimbursed to the beneficiary if the individual conversion policy is returned to MetLife without any claim. Under no circumstances will benefits be paid under both the conversion policy and the M/C Life policy. If you do not return the individual policy to MetLife, MetLife will pay the Life Insurance in effect under the individual policy.

## **If you go on Leave Without Pay**

If you are temporarily removed from the payroll and placed on a Leave Without Pay, you may continue your Life Insurance, Accidental Death and Dismemberment Insurance and dependent Life Insurance, by making payments directly to the Employee Benefits Division, Department of Civil Service.

If the required payments are not received, your Life Insurance coverage and coverage for your enrolled dependent(s) will end on the last day of the payroll period for which payment was last made.

If you allow your coverage to lapse when you are on Leave Without Pay, you may apply to reinstate coverage for you and your eligible dependent(s) after you return to the payroll. You will be required to complete a new application and submit evidence of insurability for each person.

If your proof of insurability is satisfactory, coverage for you and your enrolled dependent(s) will take effect on the first day of the payroll period following the date MetLife approves each person for coverage, provided you are actively at work on the date of the approval, otherwise on the first day of the payroll period following your return to work.

If evidence of your good health is not satisfactory to MetLife, you will not be covered for benefits.

## **If you are laid off**

If you are laid off and if you retire, or are eligible to retire as a member of a retirement system administered by New York State (such as the New York State and Local Employees' Retirement System, the New York State Teachers' Retirement System, or the New York State and Local Police and Fire Retirement System) or any of its political subdivisions, you may continue your coverage under M/C Life see *If you retire*, page 17 or you may convert to an individual policy offered through MetLife. See *Conversion Rights for You and Your Dependent(s)*, page 22.

If you are laid off and are not a member of a retirement system administered by New York State or its political subdivisions, but on the date of your separation from service you met the age and service requirements of the retirement plan appropriate for you, you will have the same rights of continuation as the employees listed in the paragraph above. See *Conversion Rights for You and Your Dependent(s)*, page 22.

If you are not eligible for retirement as a member of a retirement system administered by New York State or its political subdivision and on the date of your separation from service you do not meet the age and service requirements of the retirement plan appropriate for you, you will not be eligible to continue in the State program but may convert to a standard direct-pay policy with MetLife. See *Conversion Rights for You and Your Dependent(s)*, page 22.

You may **not** convert your Accidental Death and Dismemberment Insurance.

## How to File a Claim for M/C Life Benefits

### If you die, what your beneficiary must do to file a claim

If you die while covered under the Plan, your beneficiary must notify your agency Health Benefits Administrator or the Employee Benefits Division at (518) 473-3496. A claim form will be forwarded promptly.

Send the completed form and a death certificate to the New York State Department of Civil Service, Employee Benefits Division, M/C Life Unit, Alfred E. Smith State Office Bldg., Albany, NY 12239.

### If a dependent dies

If your dependent dies while covered under the Plan, MetLife will pay the amount of Life Insurance benefits in effect for that dependent on the date of that dependent's death.

### How to file a claim for the death of a dependent

In the event of the death of an enrolled dependent, contact your agency Health Benefits Administrator if you are an active employee. If you are retired at the time of the dependent's death, contact the New York State Department of Civil Service, Employee Benefits Division, Alfred E. Smith State Office Bldg., Albany, NY 12239.

### How to file a claim for Accidental Death or Dismemberment

When MetLife receives written notice of a claim, they will furnish forms for filing proof of the claim. Written proof of a claim must be submitted to the New York State Department of Civil Service to be forwarded to MetLife not later than 90 days after the date of the loss.

**If notice or proof is not given on time, the delay will not cause a claim to be denied or reduced as long as the notice or proof is given as soon as reasonably possible.**

No lawsuit to obtain benefits may be started until 60 days after the date of proof is given. No lawsuit may be started more than three years after the date such proof is submitted.

## When Coverage Ends

### Coverage for you will end on the date:

- your employment ends or you are no longer in a class which remains eligible for M/C Life; or
- the Plan is changed to reduce or end coverage for your class of employment; or
- you are no longer receiving coverage under the total disability waiver provided you do not then become eligible to resume coverage under the regular provisions of this Plan; or
- the end of the period for which the last premium has been paid; or
- for Accidental Death and Dismemberment Insurance for retiree employees, September 1, coincident with or next following the date you attain age 70; or

- the date you die; or
- the date the Group Policy ends.

If coverage for you or your dependent(s) ends as outlined above, coverage will end on the last day of the period for which a contribution is made.

If you do not make a payment for the cost of any coverage, that coverage will end on the last payroll period for which a payment was made, unless you are disabled and have received a waiver of premium.

### **Coverage for your dependent(s) will end on:**

- the last day of the payroll period in which the dependent no longer qualifies as a dependent; or
- the date your coverage ends (see above).

Under certain circumstances, you **and** your dependent(s) will have conversion rights. At other times, **only** your dependent(s) will have conversion rights.

## **Conversion Rights for You and Your Dependent(s)**

If your Life Insurance coverage or the Life Insurance coverage of your dependent(s) under the M/C Life group plan ends, you and/or your dependent(s) will have the right to purchase an individual conversion policy from your local MetLife representative, provided you do so within 31 days of the date your coverage ends. This conversion policy may be preceded by a one-year term policy with premium payable in the insurer's customary mode. You may obtain a conversion form (G 685 NY) from your agency Health Benefits Administrator.

Proof that you or your dependent(s) are insurable will not be required to purchase a conversion policy. The conversion policy will not include Accidental Death and Dismemberment coverage or a total disability waiver.

### **31-day application period**

Under certain circumstances, you **and** your dependent(s) will have conversion rights. At other times, only your dependent(s) will have conversion rights. These instances are outlined below. You or your dependent(s) must apply during the application period.

**For you and your dependent(s)**, the 31-day application period begins on:

- the last day of the period for which a contribution is made or the date your employment ends, whichever is later;
- the date you are no longer in a class which remains eligible for M/C Life;
- the date the Plan is changed to reduce or end coverage for your class of employment;
- the date your or your enrolled spouse's coverage is reduced by 20 percent or more on or after your 65<sup>th</sup> birthday;
- the date you are no longer receiving coverage under the total disability waiver, provided you do not then become eligible to resume coverage under the regular provisions of this Plan.

**For your dependent(s) only**, the 31-day application period begins on:

- the date you die;
  - the last day of the payroll period in which the dependent no longer qualifies as a dependent.
- See *Who is Eligible*, page 4.

If you or your dependent(s) die during the application period, a Death benefit will be payable to the beneficiary regardless of whether a conversion policy was applied for. The amount of the Death benefit will be the highest conversion amount that could have been applied for.

### **You will be given notice of the application period**

You will be given notice of the application period if your employment is terminated, your negotiating unit changes or you retire. It is the responsibility of the enrollee to request conversion forms in situations other than termination, negotiating unit changes and retirement for themselves and/or their dependents.

The enrollee must keep their agency Health Benefits Administrator informed of changes in eligibility for their covered dependent(s). In those circumstances where a dependent loses eligibility but retains conversion rights, and you have kept your agency Health Benefits Administrator informed of those changes, you will receive written notice of the application period and have 31 days to apply for an individual conversion policy.

If you and/or your dependent(s) are not given notice in writing of the right to obtain a conversion policy at least 15 days before or after the first day you/they are eligible to convert, you/they will have additional time in which to apply. If notice is given more than 15 days but less than 90 days after the first day you/they are eligible to convert, you/they will then have up to 45 days from the date you/they are given notice in which to apply. In no event may an individual apply later than the 90<sup>th</sup> day after the first day of the application period.

If the enrollee does not receive notice in the above situations, he or she should ask the agency Health Benefits Administrator for assistance.

### **Premium for conversion policies**

The premium for your conversion policy will be based on your age, class of risk and the amount of coverage purchased. You may not purchase more conversion coverage than you had in the M/C Life Plan at the time your coverage ended.

### **Conversion limits after reductions**

If you or your dependent(s) are purchasing coverage because your coverage or your dependent's coverage has been reduced, the amount purchased may not be greater than the amount of the reduction in M/C Life coverage.

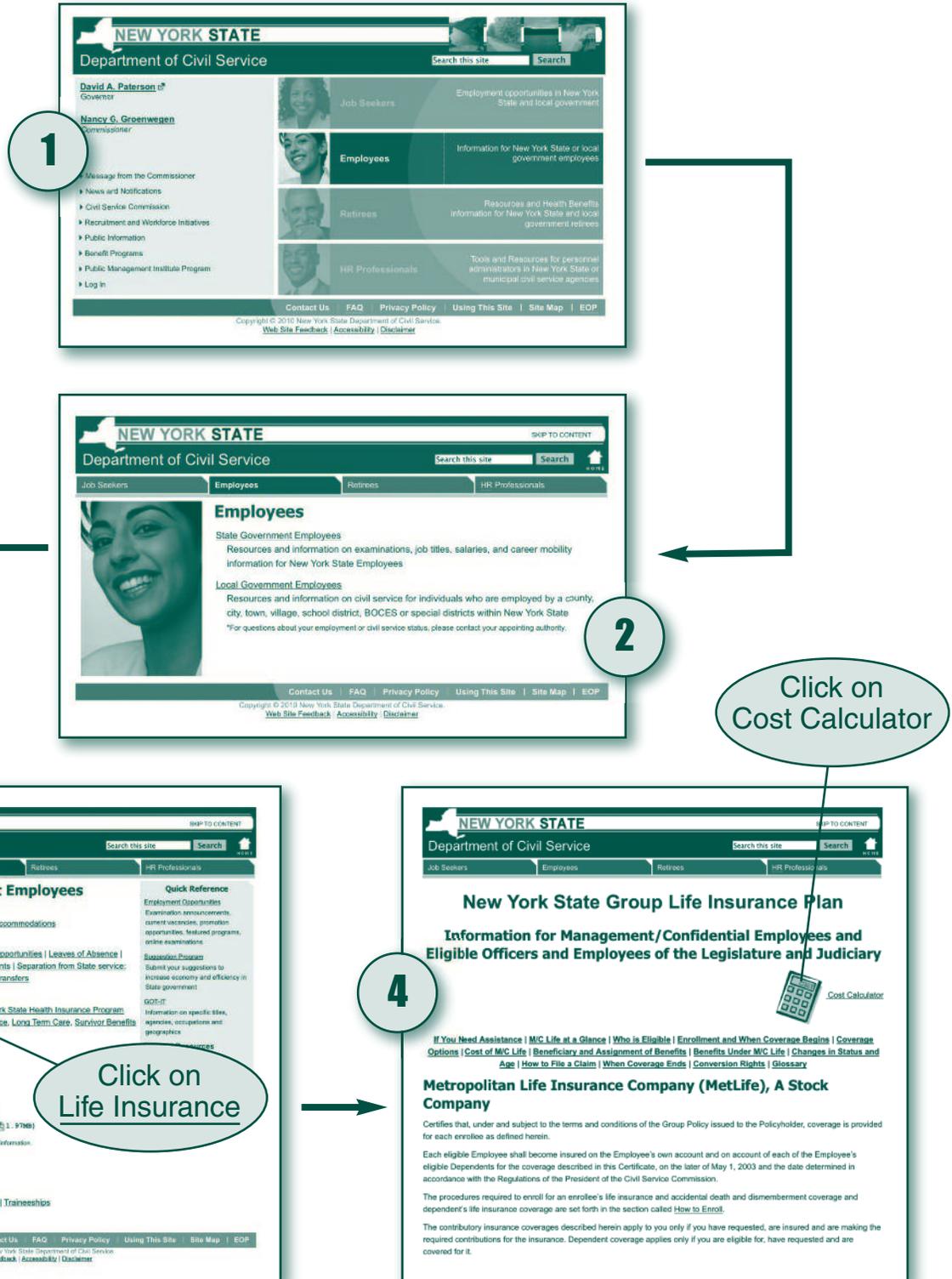
### **Conversion limits if you become eligible for other group life insurance coverage**

If you and/or your dependent(s) become eligible for Life Insurance coverage under any group policy within 45 days of the date your coverage under M/C Life ends or is changed so that you and/or your dependent(s) are no longer eligible, the amount of coverage under the new policy will be subtracted from the amount of the individual conversion policy.

## Visit us on the web at <https://www.cs.state.ny.us>

Check our New York State Department of Civil Service Employee Benefits Division web site at <https://www.cs.state.ny.us>. Click on Employee Benefits for timely information about your M/C Life benefits. Publications are available on our site, which meets universal accessibility standards adopted by New York State for New York State agency web sites.

If you don't have access to the internet, visit your local library. Most libraries have computers linked to the internet.



## Glossary

1. **Actively at work** means performing the normal duties of your position at your employer's place of business or at a location to which your employer's business requires that you travel. It includes any day on which you are:
  - a. on vacation; or
  - b. on authorized leave, provided such absence is not due to sickness or injury or Leave Without Pay.
2. **Annual Employee of the State Legislature** means an employee who is employed by the Legislature on an annual payroll as defined by Chapter 867 of the Laws of 1984 subject to regulation by the Department of Civil Service.
3. **Benefits** means an amount paid in case of death or dismemberment.
4. **Conversion Policy** means a privately paid individual life insurance policy between you and MetLife.
5. **Covered Person** means an employee or a dependent with coverage in effect under this Plan.
6. **Domestic Partner** means a person that is 18 years of age or older, unmarried and not related to you in a way that would bar marriage, lives with you, is involved in a lifetime relationship with you and is financially interdependent with you. You must have been in the partnership together for six months, and be able to provide proof of residency and financial interdependence. You must submit a completed Form PS 427.1 to your agency Health Benefits Administrator to enroll a domestic partner.
7. **Leave Without Pay** means an authorized absence from the payroll.
8. **Management/Confidential employee** means the incumbent of a position determined by the State's Public Employment Relations Board (PERB) to be Management/Confidential. In the case of a Participating Employers (operating as a public authority of public benefit corporation) employees of that employer who are not represented by a recognized or certified employee organization shall be deemed to be in positions designated Management or Confidential and thus eligible for this coverage.
9. **Member of the State Legislature** means a Senator or a member of the Assembly.
10. **Payroll Period** means the two-week payroll interval established by the Policyholder. Normal deductions for premiums pay for the next 14 days of coverage regardless of lag or non-lag status. The date for conversion, retirement or termination is the last day for which contributions are paid.
11. **Physician** means a person licensed to practice medicine and performing services within the scope of his/her medical license in the jurisdiction where services are performed.
12. **State** means the State of New York, which is the Policyholder.
13. **This Plan** means Group Policy number 23900-G which Metropolitan Life Insurance Company (MetLife) issued to the State of New York which provides you with Life Insurance coverage, Accidental Death and Dismemberment coverage and dependent Life Insurance coverage. The Policyholder provides a form for your use in selecting coverage; an endorsed copy will be returned to you by the Policyholder. Keep it with this Certificate.
14. **Total Disability or Totally Disabled** means that because of a sickness or injury prior to retirement:
  - a. You are unable to perform the material duties of your regular job; and
  - b. You are unable to perform any other job for which you are fit by education, training or experience.
15. **You and your** means the employee who is a Covered Person for Life Insurance coverage and Accidental Death and Dismemberment. It does not include a dependent of the employee.

## Notes

## Notes

It is the policy of the State of New York Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. These publications are also available on the Department of Civil Service web site (<https://www.cs.state.ny.us>). Check the web site for timely information that meets universal accessibility standards adopted by New York State for NYS agency web sites. If you need an auxiliary aid or service to make benefits information available to you, please contact your agency Health Benefits Administrator.

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State of New York  
Department of Civil Service  
Employee Benefits Division  
Alfred E. Smith State Office Building  
Albany, New York 12239  
<https://www.cs.state.ny.us>