



# CERTIFICATE

New York Life Insurance Company  
51 Madison Avenue, New York, NY 10010

## AARP LEVEL BENEFIT TERM LIFE (GROUP LEVEL BENEFIT TERM LIFE INSURANCE) (To AGE 80 With Increasing Premiums)

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

**POLICYHOLDER** TRUSTEE OF THE AARP LIFE INSURANCE TRUST

**POLICY NUMBER** AA-48 (the "POLICY")  
WE certify that YOU become insured on the INSURANCE DATE stated below on the Individual Schedule Of Benefits if the initial PREMIUM is paid no later than 31 days after the INSURANCE DATE. Insurance is subject to: (a) the Suicide Limitation; (b) the terms and conditions of the POLICY; and (c) OUR underwriting requirements.

### INDIVIDUAL SCHEDULE OF BENEFITS

**CERTIFICATE NUMBER** A3887868

**INSURED MEMBER ADDRESS** E Hinerman  
1141 Highway 50 East  
Salida, CO 81201

**DATE OF BIRTH** 03/14/1953  
**AGE AT ISSUE** 55  
**SEX** Male  
**INSURANCE DATE** 7-18-2008  
**AMOUNT OF INSURANCE** \$ 50,000  
**BENEFICIARY** First Beneficiary - Pamela Hinerman 100%

**RIGHT TO EXAMINE THE CERTIFICATE FOR 30 DAYS** YOU will have 30 days from the date of receipt to examine the Certificate. If YOU do not wish to keep the Certificate, it must be surrendered to US within this period. Upon such surrender, WE will return any PREMIUM paid and insurance will be void from the start.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to YOU under the above Certificate Number.

PREMIUM WILL INCREASE IN FIVE YEAR AGE BANDS. SEE PREMIUM ON IMPORTANT NOTICE PAGE.

Secretary

President

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## IMPORTANT NOTICE

<b>CERTIFICATE</b>	This Certificate is a summary of the provisions of the POLICY. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the POLICY will be decided in favor of the POLICY. A copy of the POLICY is available at the Policyholder's office for inspection at any time during business hours. YOU should contact US with questions regarding insurance.
<b>ERRORS</b>	Errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.
<b>EXAMINATION</b>	WE, at OUR own expense, have the right and opportunity to examine the medical records of the deceased in order to determine the cause of death.
<b>INCONTESTABILITY</b>	Except for nonpayment of PREMIUMS, WE cannot contest the validity of YOUR insurance or reinstated insurance after it has been in force for two years during YOUR lifetime from (1) the INSURANCE DATE, and (2) the date the insurance is reinstated, if applicable. To contest, WE will only rely upon written statements signed by YOU in applying for such insurance. A copy of all statements must be furnished to YOU or to YOUR beneficiary. Such statements are representations, not warranties.
<b>LEGAL ACTION</b>	YOU cannot start any legal action: (a) within 60 days after a claim form or proof of claim is sent; or (b) more than three years after a claim form or proof of claim is due.
<b>MISSTATEMENTS</b>	Subject to the Errors and Incontestability sections, if relevant statements of facts were not accurate for any person: (a) a fair adjustment of remittances and/or insurance will be made; and (b) based upon the facts, WE will decide whether, and what, insurance is valid under the POLICY. If the AGE AT ISSUE for any person is incorrect but such person would have qualified as an ELIGIBLE MEMBER on the INSURANCE DATE with the correct AGE AT ISSUE, the amount payable under the POLICY will be the amount the PREMIUMS would have purchased at the correct AGE AT ISSUE.
<b>POLICY CHANGES</b>	The POLICY can be changed: (a) at any time by written agreement between US and the Policyholder; and (b) without the consent of any other person.
<b>PREMIUM</b>	YOUR PREMIUM increases at five year AGE bands as follows: 45-49, 50-54, 55-59, 60-64, 65-69, 70-74 and 75-79. YOUR PREMIUM for each five year AGE band will be based on YOUR then current AGE. YOUR PREMIUM is subject to change at any time on a class basis.
<b>RIGHT TO CONTINUE COVERAGE TO AGE 80</b>	YOUR coverage can continue to AGE 80. YOUR PREMIUM for the continued coverage increases at five year AGE bands.
<b>OTHER DETAILS</b>	On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight as applicable to YOU.

## GROUP LEVEL BENEFIT TERM LIFE INSURANCE

WE will pay a benefit for YOUR: (a) Terminal Illness; or (b) death; in accordance with all of the following:

### ACCELERATED BENEFIT

The Accelerated Benefit is available if YOU have a Terminal Illness. "Terminal Illness" is a medical condition where the patient has a life expectancy of 12 months or less, if such condition does not result directly or indirectly from self-inflicted injuries. For the Accelerated Benefit to be paid, WE must receive: (1) a completed, written request for the benefit on a form satisfactory to US; and (2) satisfactory proof that YOU have a Terminal Illness.

### DEATH BENEFIT

The Death Benefit is available when YOU die. For the Death Benefit to be paid, WE must receive satisfactory proof of YOUR death.

### WHAT BENEFIT IS PAYABLE

The benefit payable is as follows:

1. for the Accelerated Benefit, 50% of the amount of insurance in force on YOUR life on the date WE approve YOUR request for the Accelerated Benefit. The benefit will be paid in a lump sum and is payable once for this Certificate while YOU are insured under the POLICY, whether insurance is continuous or interrupted.
2. for the Death Benefit, except as stated below, the amount of insurance in force for YOU on the date of YOUR death less any amount paid on YOUR behalf under the Accelerated Benefit.

**MAXIMUM** - YOU cannot be insured for an amount of insurance under the POLICY and any other policy issued to the Policyholder by US which exceeds \$50,000.

If YOU are insured for an amount of insurance which exceeds the Maximum, then the amount of insurance will be reduced or terminated to the extent necessary so that such Maximum is not exceeded. Such reduction or termination will apply to the insurance with the most recent INSURANCE DATE and WE will make a pro-rata refund of the PREMIUMS for such reduced or terminated insurance.

**SUICIDE** - If you die within the first two years insurance is in force and YOUR death is due to, related to or occurs during: suicide, an attempt at suicide or an intentional self-inflicted injury; WE will only return the PREMIUMS paid for insurance.

### BENEFICIARY

Beneficiary(ies) are classed as first, second and so on. Unless otherwise provided in the beneficiary designation, the following provisions will apply:

1. The Death Benefit will be paid in equal shares to the first beneficiary(ies) who survives YOU by 15 days. If no first beneficiary(ies) so survives, payment will be made in equal shares to any second beneficiary(ies) who survives YOU by 15 days, and so on. Surviving beneficiary(ies) in the same class will have an equal share in the proceeds otherwise designated for a deceased beneficiary in that class. If no beneficiary is designated or no beneficiary survives YOU, the benefit will be payable to YOUR estate, or at OUR option to YOUR surviving relative(s) in the following order of survival: spouse; children equally; parents equally; or brothers and sisters equally.
2. The Accelerated Benefit will be paid to YOU, except that: If WE have received satisfactory proof of YOUR death before such payment is made, payment will be made in accordance with the applicable beneficiary provisions.

**FACILITY OF PAYMENT** - WE have the right to pay up to \$250 of the benefit to anyone who has incurred expenses for YOUR fatal illness or burial. If a payee is a minor or is, in OUR opinion, not legally able to give a valid receipt for any payment due him or her, payment may be made in monthly installments of up to \$50 each to any person or institution who, in OUR opinion, is caring for or supporting such payee. These monthly installments will continue until the earlier of the date: (a) claim is made by a duly appointed guardian or committee of the payee for the remainder of the benefit, if any; or (b) the full benefit, to which such payee is entitled, has been paid. Such payment will be proper to the extent made.

**FORFEITURE OF PAYMENT** - No payment will be made to any person(s) if such person(s) is the principal or an accomplice in willfully bringing about YOUR death. Payments will be made in accordance with this section as though that person(s) had died before YOU.

**INDIVIDUAL POLICY** - Subject to the Facility Of Payment exception, if YOU exercise YOUR conversion right, the beneficiary designation in the application for the new policy will constitute a beneficiary change.

**TRANSFER OF OWNERSHIP**

YOU can transfer all or any part of incidents of ownership of YOUR insurance.

**REQUEST PROCEDURE**

To: (a) designate a beneficiary or change a beneficiary designation; and/or (b) transfer ownership; WE must be given a completed, written request on a form satisfactory to US. Such request must be approved and recorded by US. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by US before the recording. In the case of a transfer of ownership, any incidents of ownership so transferred, shall be transferred from YOU to the new owner on the date the transfer becomes effective.

**OPTION TO EXCHANGE INSURANCE**

YOU can buy Group Permanent Life Insurance in exchange for YOUR Term Life Insurance. The insurance will be on a form then currently offered by US, without giving US medical evidence of insurability, in accordance with all of the following:

**Available Prior To AGE 80:**

1. **When Can YOU Exchange YOUR Insurance for Group Permanent Life Insurance**  
Prior to AGE 80, YOU can exchange YOUR insurance for Group Permanent Life Insurance on any PREMIUM DUE DATE after YOUR insurance initially becomes effective if YOU are not confined in a NURSING HOME on the date of the exchange.

2. **What Amount Can Be Exchanged** YOU can exchange all, or any part of YOUR insurance in multiples of \$500, less any amount paid on YOUR behalf under the Accelerated Benefit. The premium for such insurance will be based on YOUR AGE on the date of the exchange. The Group Permanent Life Insurance will take effect on the PREMIUM DUE DATE for which YOU request the exchange.

**Available When YOU Reach AGE 80 (Only if YOU do not exercise YOUR Conversion Right):**

**1. When Can YOU Exchange YOUR Insurance for Group Permanent Life Insurance**

YOU can exchange YOUR insurance for Group Permanent Life Insurance on the date YOUR insurance ends because YOU reach AGE 80. Such insurance can be exchanged during the 31 day period (the Exchange Period) immediately after such date of termination.

**2. What Amount Can Be Exchanged** YOU can exchange all, or any part of YOUR insurance in multiples of \$500, less any amount paid on YOUR behalf under the Accelerated Benefit.

A completed written application for the exchange of Group Permanent Life Insurance must be given to US, within the Exchange Period, on a form satisfactory to US. The first premium for the Group Permanent Life Insurance must be paid within the Exchange Period and while YOU are alive. The premium for such insurance will be based on YOUR AGE on the effective date of the Group Permanent Life. The Group Permanent Life Insurance will take effect on the day after the Exchange Period ends.

**3. Notice of Option To Exchange Insurance** If YOU have not been given notice of YOUR right to exchange YOUR insurance for Group Permanent Life Insurance before the 15th day of the Exchange Period, YOU will have an additional period within which YOU can exchange such insurance. The additional period will end on the earlier of the: (a) 15th day after YOU are given such notice; or (b) 60th day after the end of the 31 day Exchange Period. Written notice presented to YOU or mailed to YOUR last known address by US will be deemed notice.

After WE receive YOUR completed application and initial premium to exchange YOUR insurance for Group Permanent Life Insurance, WE will furnish YOU a Certificate or Certificate Rider which describes YOUR Group Permanent Life Insurance.

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GMR-L/AB (cont.)

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## WHEN INSURANCE ENDS

Except as stated in the Waiver of Premium Benefit for Nursing Home Confinement provisions, YOUR insurance will end on the earlier of:

1. the day before the anniversary of YOUR INSURANCE DATE on which YOU are AGE 80 but see the "Option To Exchange Insurance" section on the Group Level Benefit Term Life Insurance page(s);
2. the last day of the INSURANCE PERIOD for which the last PREMIUM has been paid, except that: Insurance will not end if the PREMIUM is paid within the GRACE PERIOD.

## WAIVER OF PREMIUM BENEFIT FOR NURSING HOME CONFINEMENT

WE will continue YOUR insurance without the payment of PREMIUMS, if:

1. YOU are confined in a NURSING HOME at the explicit direction of a physician;
2. YOUR confinement in the NURSING HOME has lasted for at least 180 consecutive days;
3. WE receive satisfactory proof that YOU have been so confined. Such proof must be received by US within one year after the date such confinement began, except that: If it is not possible to give such proof within one year after such date, proof must be given as soon as reasonably possible. Further proof that YOU are confined in a NURSING HOME must be provided each year thereafter; and
4. WE approve the benefit.

The amount of insurance continued under this benefit is equal to the amount of insurance in force on the date YOUR NURSING HOME confinement began.

WE will waive the payment of PREMIUMS due on the PREMIUM DUE DATE following the date YOU have been confined in the NURSING HOME for 180 consecutive days. PREMIUMS should continue until WE approve the benefit.

The benefit will end on the earliest of the date:

1. YOU are no longer confined in a NURSING HOME;
2. confinement in the NURSING HOME is no longer at the explicit direction of a physician;
3. WE do not receive the required proof that YOU remain so confined; or
4. YOU reach AGE 80.

Insurance in force on the date the benefit ends will continue, except as stated on the When Insurance Ends page(s).

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## CONVERSION RIGHTS

YOU can convert insurance that ends to an individual policy, without giving US medical evidence of insurability, in accordance with all of the following:

### CONVERSION PERIOD BENEFIT

The maximum amount of insurance YOU are eligible to convert will continue during the 31 day period immediately after the date insurance would otherwise end (the "Conversion Period") without payment of the PREMIUM.

### WHEN A CONVERSION RIGHT IS AVAILABLE

A conversion right is available to YOU if insurance ends because YOU reach AGE 80.

### WHAT AMOUNT CAN BE CONVERTED

YOU can convert all or any part of the insurance that ends.

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**INDIVIDUAL POLICY**

The individual policy requirements are as follows: (a) a completed, written application for the individual policy must be given to US, within the Conversion Period, on a form satisfactory to US; (b) the first premium for the individual policy must be paid within the Conversion Period; (c) the premium for the individual policy will be based upon YOUR class of risk and AGE; (d) the individual policy will be on one of the forms currently offered by US without extra benefits; (e) the individual policy will take effect on the day after the Conversion Period Benefit ends.

**NOTICE OF  
CONVERSION RIGHT**

If YOU have not been given notice of YOUR conversion right before the 15th day of the Conversion Period, YOU will have an additional period within which YOU can exercise a conversion right. The additional period will: (a) not extend insurance beyond the end of the 31 day Conversion Period; and (b) end on the earlier of the: (1) 15th day after YOU are given such notice; or (2) 60th day after the end of the 31 day Conversion Period. Written notice presented to YOU or mailed to YOUR last known address by US will be deemed notice.

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GMR-L/DL CR (cont.)

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**DEFINITIONS**

**AGE**

AGE means YOUR AGE AT ISSUE plus the number of complete years from the INSURANCE DATE.

**AGE AT ISSUE**

AGE AT ISSUE means YOUR attained age on the date that YOU signed the application for insurance.

**ELIGIBLE MEMBER**

ELIGIBLE MEMBER means a person who is: (a) a member of AARP; (b) between the minimum AGE stated in the POLICY and AGE 74, inclusive; and (c) a legal resident of the fifty states of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the United States Virgin Islands. Once insured, YOUR coverage will continue even if: (a) the POLICY with AARP ends, (b) YOU cease to be an AARP member, or (c) the POLICY is amended to end the eligible class of which YOU are a member.

**GRACE PERIOD**

GRACE PERIOD means the 31 day period that begins on the PREMIUM DUE DATE. It is available for payment of PREMIUMS due after insurance initially becomes effective. During the GRACE PERIOD, YOUR insurance will be continued. However, if the PREMIUM due on the PREMIUM DUE DATE is not paid by the end of the GRACE PERIOD, insurance will lapse and end.

**INSURANCE DATE**

INSURANCE DATE means the date that insurance takes effect.

**INSURANCE PERIOD**

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

**NURSING HOME**

NURSING HOME means a facility that: (a) is operated pursuant to law; (b) is approved for payment of Medicare benefits or qualified to receive such approval, if so requested; (c) is primarily engaged in providing, aside from room and board accommodation, skilled nursing care under the supervision of a duly licensed physician; (d) provides continuous 24-hours-a-day nursing service by or under the supervision of a registered professional nurse (R.N.); and (e) maintains a daily medical record of each patient.

NURSING HOME does not include a home or facility: (a) used primarily for rest; (b) for the care of drug addicts or alcoholics; (c) for the care and treatment of mental diseases or disorders; or (d) for custodial care.



**OUR** OUR means New York Life Insurance Company.

**POLICY** POLICY means the Group Policy, as shown on the face page of this Certificate, issued to the Policyholder by US.

**PREMIUM** PREMIUM means the applicable full periodic payment toward the premium, which YOU must pay for insurance to take effect on the INSURANCE DATE and/or for insurance to continue in force under the POLICY. PREMIUM is due on each PREMIUM DUE DATE.

**PREMIUM DUE DATE** PREMIUM DUE DATE means the following dates on or before which the PREMIUM must be received: (a) initially, 31 days after the INSURANCE DATE; (b) thereafter, based upon the mode of payment elected by YOU and approved by US, the annual, semiannual, quarterly or monthly reoccurrence of YOUR initial INSURANCE DATE.

**US** US means New York Life Insurance Company.

**WE** WE means New York Life Insurance Company.

**YOU OR YOUR** YOU or YOUR means the person who: (a) was an ELIGIBLE MEMBER on his or her initial INSURANCE DATE; (b) became insured under the POLICY, as approved by US; and (c) remains insured under the POLICY.

**SUMMARY OF THE LIFE AND HEALTH INSURANCE PROTECTION ASSOCIATION ACT  
AND NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS**

**INTRODUCTION**

Residents of Colorado who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Life and Health Insurance Protection Association. The purpose of this 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 Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in Colorado and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is limited, however. As noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**IMPORTANT DISCLAIMER**

The Life and Health Insurance Protection Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require residency in Colorado. You should not rely on coverage by the Life and Health Insurance Protection Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.

**SUMMARY**

The state law that provides for this safety-net coverage is called the Life and Health Insurance Protection Association Act. Below is 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 Association.

Coverage. Generally, individuals will be protected if they live in this state and hold a life or health insurance contract or an annuity, or if they hold certificates under a group life or health insurance contract or annuity, issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live in another state. Certain parties to structured settlement annuity contracts may be entitled to coverage benefits as well based on defined circumstances.

**This Information is Provided By:**

Life and Health Insurance Protection Association  
P.O. Box 36009  
Denver, CO 80236  
(303) 292-5022

Colorado Division of Insurance  
1560 Broadway, Suite 850  
Denver, CO 80202  
(303) 894-7499

(Continued on Reverse Side)

Exclusion From Coverage. Persons holding such policies or contracts are **not** protected by this Association if:

- they are not residents of the State of Colorado, except under certain very specific circumstances;
- the insurer was not authorized or licensed to do business in Colorado at the time the policy or contract was issued;
- their policy was issued by a nonprofit hospital or health service corporation, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessment, or by an insurance exchange.

The 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);
- plans of employers, associations or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);
- interest rate yields, crediting rate yields or other factors employed in calculating returns, including but not limited to indexes or other external references stated in the policy or contract, that exceed an average rate specified in the Association Act;
- dividends;
- experience rating credits;
- credits given in connection with the administration of a policy or contract;
- annuity contracts or group annuity certificates used by nonprofit insurance companies to provide retirement benefits for nonprofit educational institutions and their employees;
- policies, contracts, certificates or subscriber agreements issued by a prepaid dental care plan;
- sickness and accident insurance when written by a property and casualty insurer as part of an automobile insurance contract;
- unallocated annuity contracts issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation;
- policies or contracts issued by an insurer which was insolvent or unable to fulfill its contractual obligations as of July 1, 1991; except for annuity contracts issued by a member insurer which was placed into liquidation between July 1, 1991 and August 1, 1991;
- policies or contracts covering persons who are not citizens of the United States;
- any kind of insurance or annuity, the benefits of which are exclusively payable or determined by a separate account required by the terms of such insurance policy or annuity maintained by the insurer or by a separate entity.

Limits on Amount of Coverage. The act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, no matter how many policies or contracts were issued by the same company, even if such contracts provided different types of coverage, the Association will pay a maximum of:

- \$300,000 in the net life insurance benefits and no more than \$100,000 in net cash surrender and net cash withdrawal values for life insurance;
- for health insurance benefits - \$100,000 for coverages not defined as disability, basic hospital, medical and surgical, or major medical insurance, including any net cash surrender and net cash withdrawal values; \$300,000 for disability insurance; or \$500,000 for basic hospital, medical and surgical, or major medical insurance;
- \$100,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values; or
- with respect to each payee of a structured settlement annuity, \$100,000 in present value annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values.

The association shall not be liable to expend more than \$300,000 in the aggregate, with respect to any one life except that with respect to benefits for basic hospital, medical and surgical and major medical insurance, the aggregate liability of the Association shall not exceed \$500,000 with respect to any one individual. •