



# M/C LIFE

## New York State Group Life Insurance Plan

### 2025

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



**M/C LIFE**  
Group Life Insurance Plan

Office of Employee Relations

New York State Department of Civil Service, Employee Benefits Division



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## Certificate Page

### 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 want information about the Management/Confidential (M/C) Life Insurance Plan, contact your Health Benefits Administrator (HBA). Your HBA can offer assistance in resolving a problem or provide you with forms you may 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 New York State Department of Civil Service, which serves as the HBA for retired enrollees in the M/C Life Insurance Plan.

| QUESTIONS ABOUT HOW TO   | CONTACT/ADDRESS  | PHONE NUMBERS  |
|--|--|----------------|
| File a claim   | Call the New York State Department of Civil Service Employee Benefits Division   | (518) 473-3496 |
| <b>ACTIVE EMPLOYEES</b><br><br>Change beneficiaries or change your coverage<br><br>Purchase a direct-pay conversion policy | Ask your HBA<br><br>Write or call the New York State Department of Civil Service Employee Benefits Division M/C Life Insurance Unit Albany, New York 12239 | (518) 473-3496 |
| <b>RETIREEES</b><br><br>Request forms, change coverage or change beneficiaries   | Write or call the New York State Department of Civil Service Employee Benefits Division M/C Life Insurance Unit Albany, New York 12239                     | (518) 473-3496 |

Please include your name, the last four 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 nonjudicial employees of the court system who have been designated Management/Confidential
- Retirees who were enrolled in the M/C Life Insurance Plan at the time of their retirement and elected to continue the coverage

## **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 nonsmokers
- Convenient payroll deductions

## **Coverage includes:**

- A choice of either a fixed amount or a multiple of salary up to five times your salary, in accordance with the benefit minimum and maximum
- A Life Insurance benefit minimum of \$5,000 and 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 up to \$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 ages 65 and 70) with either premium pension deductions or direct payments to the New York State Department of Civil Service unless a signed, written request is submitted to cancel coverage.
- Individuals may not newly enroll in the Plan if they are retired.

## 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 employed by, appointed or elected to a position in New York State government as a:

- Management/Confidential employee of the State or of certain Participating Employers
- Member of the State Legislature
- Annual employee of the State Legislature
- Judge or justice of the Unified Court System of the State
- Nonjudicial employee of the court system who has been designated Management/Confidential

\* Also includes retirees who were enrolled in the M/C Life Insurance Plan at the time of their retirement and elected to continue coverage.

### Your spouse and children

If you elect coverage for yourself, you may also elect Life Insurance coverage for your spouse or domestic partner, your children or both.

**It is your responsibility to notify your HBA of eligibility changes to your spouse/domestic partner and dependents.**

The following dependents are eligible for Life Insurance coverage under M/C Life:

#### Your spouse or domestic partner

If you elect coverage for yourself, your spouse (including a legally separated spouse) or your domestic partner is also eligible to be covered. You may cover your spouse or domestic partner as a dependent even if your spouse or domestic partner is enrolled for coverage as an M/C employee of New York State as well. Proof of domestic partnership is required. Contact your HBA for 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 HBA and end coverage for your spouse or domestic partner effective the date the marriage or domestic partnership ends. If your former spouse or domestic partner wishes to purchase a conversion policy, contact the Department of Civil Service Employee Benefits Division. See *Conversion Rights for You and Your Dependent(s)*, page 20.

Please note that if you divorce or annul your marriage, New York State law requires the designation of your former spouse to be revoked. You always have the right to redesignate your former spouse or domestic partner as the beneficiary of your Life Insurance coverage after the date of your divorce or annulment. See *Beneficiary and Assignment of Benefits*, page 10.

#### Your or your domestic partner's children

Your or your domestic partner's unmarried children who are at least 15 days old but less than 19 years of age are eligible. This includes your natural children, legally adopted children and stepchildren. The signature of the natural parent is required when enrolling a stepchild or domestic partner's child as a dependent.

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

#### Your children or your domestic partner's children who are full-time students

Your unmarried children or your domestic partner's children are eligible up to age 19, or up to age 25 if they are full-time students, 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 they are enrolled in an accredited secondary or preparatory school, college or other accredited educational institution and plan to resume classes on a full-time basis at the end of the vacation period. Proof of enrollment may be required.

### **Other children**

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. Support by you must have commenced before the child reached age 19.

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

Your unmarried dependent child who is age 19 or over is eligible if they are 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 between the ages of 19 and 25, to a maximum of four years.

**If you have any questions concerning eligibility, enrollment procedures and coverage dates, please contact your HBA.**

## **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 on:

- The first day you are actively working (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 in M/C Life, you will also receive Accidental Death and Dismemberment coverage, for which only the enrollee is eligible.

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 HBA.

The request for enrollment in M/C Life Insurance for you and your dependent(s) must be in writing. You must complete the *M/C Group Life Insurance Transaction Form (PS-934)* through your HBA. You must be actively working 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 working 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 working.

### **How to enroll dependents**

If you are employed by a New York State agency and you acquire an eligible dependent after you have enrolled for coverage (with no dependents), dependent insurance will begin the first day of the payroll period following the date you signed your Form PS-934, provided your request is signed within six biweekly payroll periods of the date of the birth or adoption of your child. See page 6 for information on late enrollment.

If you are employed by a Participating Employer and you first acquire an eligible spouse or dependent after you have enrolled for coverage (with no dependents), spouse/dependent insurance will begin the first day of the month following your marriage or domestic partnership, or the birth or adoption of your child. See below for information on late enrollment.

After you have enrolled your first dependent child, subsequent dependents who are born or adopted will be covered effective the date the person becomes your dependent or 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 recent New York State agency hire or are newly appointed to a position designated as M/C and you enroll yourself in Life Insurance/Accidental Death and Dismemberment and your eligible dependent(s) (in Life Insurance only) within the first six biweekly payroll periods after you become eligible, coverage for you and your dependent(s) will begin the first day of the payroll period following the date you signed your election form (PS-934), provided you were actively working and performing the regular duties of your job the date you enrolled. This is considered a regular enrollment and does not require a Statement of Health form (SOH-STM-100M-NY) or a medical examination for proof of insurability.

If you are a new Participating Employer hire or are newly appointed to a position designated as M/C and enroll yourself in Life Insurance/Accidental Death and Dismemberment and your eligible dependent(s) (in Life Insurance only) within the first three months after you become eligible, coverage for you and your dependent(s) will begin the first day of the following month from when your request was received, provided you were actively working and performing the regular duties of your job the date you enrolled. This is considered a regular enrollment and does not require a Statement of Health form (SOH-STM-100M-NY) 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 six biweekly pay periods (three months for Participating Employers) from the date of eligibility will be considered late enrollees. They will be required to submit proof of insurability, which will include a Statement of Health and may require 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 the first day of the payroll period following the date MetLife approves each request for coverage, provided you are actively working that day. Otherwise, coverage will take effect the first day of the payroll period after you return to work.

If MetLife does not accept your Statement of Health, 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 HBA. Coverage will end after the last day of the payroll period in which the form is signed.

### **Reenrollment 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 must submit a new Form PS-934 along with a Statement of Health, as the request will be treated as a late enrollment. You may not reenroll if you have separated from NYS employment.

## 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 these options.

If you elect coverage equivalent to a multiple of your salary, your Life Insurance coverage amount will change each year if your annual salary changes. Changes in multiple-of-salary coverage (based on your annual salary on September 1) will occur the first day of the payroll period beginning 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 an increase in your salary. In no case will the amount of coverage exceed \$500,000. If you choose a fixed amount of insurance, that amount will stay the same regardless of salary.

With either option, if you wish to increase the multiple of your salary after your initial enrollment, you must submit proof of insurability satisfactory to MetLife.

The fixed-amount and multiple-of-salary options provide different coverage amounts. 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 a factor. Beginning at age 65, decreases are automatic in multiple-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 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 options below.

You may select:

- A fixed amount of:
  - \$5,000
  - \$10,000
  - \$15,000
- An amount equal to:
  - Your annual salary\*
  - Two times your annual salary\*
  - Three times your annual salary\*
  - Four times your annual salary\*
  - 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, from the benefit minimum of \$5,000 to no greater than the benefit maximum of \$500,000. Coverage amounts for spousal coverage are not rounded to the next \$1,000.

**Example:** If your annual salary is \$48,180 and you choose coverage at two times your salary, that amount would be \$96,360. Increased to the next higher \$1,000, your Life Insurance coverage would be \$97,000.

### Benefit maximums

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

|  |           |
|--|-----------|
| Life Insurance                               | \$500,000 |
| Accidental Death and Dismemberment Insurance | \$250,000 |
| Common Carrier Accidental Death Benefit      | \$250,000 |

### 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 the first day of the payroll period coincident with or next following September 1, provided you are actively working on that date. Otherwise, it will take effect 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 April 21, 2025. Your coverage will be reduced effective the first day of the payroll period beginning or following September 1, 2025.
2. Your salary is increased September 1, 2025. Your coverage will be increased effective the first day of the payroll period beginning or following September 1, 2025.
3. Your salary is increased September 21, 2025. Your coverage would be increased effective the first day of the payroll period beginning or following September 1, 2026.

### Automatic reductions in coverage due to age

There are automatic reductions in your coverage due to your age when you retire. See *How Changes in Status and Age Affect Your M/C Life and Accidental Death and Dismemberment Coverage*, page 15.

### 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, not to exceed \$20,000.

### Dependent(s) benefits

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

| AMOUNT OF LIFE INSURANCE COVERAGE  |  |
|--|--|
| <b>Your spouse:</b><br>50% of your life insurance coverage<br>to a maximum of \$20,000 | <b>Your eligible children:</b><br>\$4,000 each |

### Changes in amounts of coverage you request

If you request an increase in Life Insurance coverage, you must give MetLife evidence of insurability by submitting a Statement of Health. If MetLife accepts your Statement of Health, the increased amount will replace your previous election on the first day of the payroll period following the approval date. If MetLife doesn’t accept your Statement of Health, you will not be granted an increase in coverage.

If you are not actively working the date a change in benefits would take place because of a change in your salary or your request for increased Life Insurance coverage, the change in benefits will take place 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 the first day of the payroll period following the date of your written request or signed application to your HBA. Proof of insurability is not required.

If you are employed by a Participating Employer or are retired and wish to decrease your life insurance coverage, the decrease is effective the first of the month following the date of the request.

## **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,
- A copy of the application has been furnished to you or your beneficiary, and
- The insurance coverage has been active 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 HBA. You can also find rate information online at [www.cs.ny.gov](http://www.cs.ny.gov) and with the M/C Life Insurance Calculator, which can help you determine how much a policy will cost. Select State Employees if you are a Participating Employer or New York State agency active employee, or select Retirees if you are a retiree. Next, choose Resources. Under Health Insurance and Employee Benefits, select Life Insurance.

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

If you go on leave without pay, Short Term Disability or Long Term Disability and want continued coverage during that time, you must make payments directly to the New York State Department of Civil Service. If payments are not made for this period and you wish to reenroll, you will be considered a late enrollee upon return to the payroll.

**If you work for a Participating Employer, contact your HBA regarding your 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 have the payments deducted from your retirement check.

### **Rate changes**

Premium rates may change 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 the September 1 coincident with or next following the birthday your age bracket changes.

#### **Examples:**

1. You will be 46 June 18, 2025. Your rate increase will take effect September 1, 2025.
2. You will be 55 October 28, 2025. Your rate increase will take effect September 1, 2026.

### **Smoker/nonsmoker status**

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 nonsmoker discount.

If you have smoked cigars, cigarettes or a pipe during that period, you are not eligible for a nonsmoker discount.

You may be eligible to change your smoker status in the future. If you have not smoked cigars, cigarettes or a pipe for at least 12 months, you are eligible for a non-smoker discount beginning September 1 of the following benefit year. If you began smoking cigars, cigarettes or a pipe, you are no longer eligible for the nonsmoker discount beginning September 1 of the following benefit year.

All smoker status change requests must be made in writing before September 30 of the current benefit year. Contact your HBA to change your smoker/nonsmoker status.

## Part-time employees

If you are a Management/Confidential employee working part-time or on a reduced schedule and choose to enroll in M/C Life at a multiple of salary, the coverage amount and 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*, page 17.

## Keep your coverage up to date

To ensure your premium is correct, check that your coverage is up to date. If you are paying an incorrect amount (e.g., your dependent child is no longer eligible), contact your HBA if you are an active employee or the New York State Department of Civil Service if you have left the payroll. See *If You Need Assistance*, page 2.

## Beneficiary and Assignment of Benefits

### Your beneficiary

The “beneficiary” is the persons(s) you choose to receive benefits payable because of your death.

To name a person(s) as your beneficiary, you must complete the *M/C Life Beneficiary Designation Form* (PS 934.1) and submit it to your HBA. You may change the beneficiary at any time by submitting a new form. You do not need the consent of the beneficiary to make a change.

When the updated beneficiary designation form is received, the change will take effect 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.

**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 benefits 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 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 an 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 the HBA 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*, page 16.

### More than one beneficiary

If you have more than one beneficiary, all beneficiaries 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 related persons who survive you:

- Spouse
- Child(ren)
- Parent(s)
- Sibling(s)

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

### Beneficiary of your dependent(s) coverage

If 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 surviving persons related to the dependent:

- Child(ren)
- Parent(s)
- Sibling(s)

Any payment made in good faith will discharge MetLife liability to the extent of such payment. However, if you and any dependent dies 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 take this step, the person(s) or organization to which you assign the benefits effectively becomes 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(s) or organization the following rights and responsibilities:

- The responsibility to make premium payments to keep the Plan benefits in force
- 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)*, page 20)

### An assignment of benefits will not be valid unless:

- A written\* form, satisfactory to MetLife, affirming the assignment has been completed (you can obtain the MetLife form [Absolute Assignment to Individual MM7359.SCRE] from the New York State 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 is submitted to the New York State Department of Civil Service, M/C Life Insurance Unit and transmitted to MetLife for recording.

\* A record that is on or transmitted by paper or electronic media that 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 effectively 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 M/C Life benefits in effect 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*, page 19, for information on filing claims and deadlines.

#### **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 your designated M/C Life beneficiary. See *Benefit maximums*, page 8.

#### **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*, page 14), MetLife will pay Accidental Death and Dismemberment Benefits if:

- The accident occurs while you are covered for Accidental Death and Dismemberment benefits,
- That accident is the sole cause of the injury,
- That injury is the sole cause of a covered loss (as shown on page 14), 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 selected a Life Insurance benefit equivalent to a multiple of your salary, the amount of your Accidental Death and Dismemberment benefit will equal the amount of your Life Insurance up to \$250,000. If you have selected a fixed amount, the amount of your Accidental Death and Dismemberment benefit 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 your Accidental Death benefit. If the accident occurred while you were a passenger on a Common Carrier, an additional Common Carrier benefit will be paid out as well. 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 the 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

\*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**

It will be presumed you 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
  - 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.

## TABLE OF COVERED LOSSES AND BENEFIT AMOUNTS FOR ACCIDENTAL DEATH AND DISMEMBERMENT

| Covered Losses (subject to exclusions)  | Benefit Amounts        |
|---|------------------------|
| Life  | Full amount (100%)     |
| Hand (Loss of hand by severance at or above the wrist.)   | 50% of the full amount |
| Foot (Loss of foot by severance at or above the ankle joint.)   | 50% of the full amount |
| Sight of an eye (Total and irrecoverable loss of sight.)  | 50% of the full amount |
| Any combination of the above from any one accident  | Full amount (100%)     |
| Thumb and index finger of same hand (Thumb and index finger of same hand 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 infirmity
- An infection, other than an infection occurring in an external accidental wound
- Suicide or attempted suicide
- Intentionally self-inflicted injury
- War, whether declared or undeclared; or act of war, insurrection, rebellion or riot
- Committing or attempting to commit a felony
- 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
  - An “over-the-counter” drug, medication or sedative taken as directed
- Voluntary intake or use of alcohol in combination with any drug, medication or sedative
- Voluntary intake of 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 in the *Table of Covered Losses and Benefit Amounts for Accidental Death and Dismemberment* above.

### 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 HBA to cancel coverage under this Plan. Complete the *M/C Group Life Insurance Transition to Retirement Notice (PS-932)*, and return it to your HBA to document your decision to continue or cancel coverage or convert to a MetLife individual conversion policy, which is not subject to reductions. See *How you pay*, page 9, for information on payment if you continue your coverage in retirement or *Conversion Rights for You and Your Dependent(s)*, page 20, for information on converting coverage to an individual policy.

If you have selected a multiple-of-salary option, retire and decide to continue coverage under this Plan, your Life Insurance coverage (up to a maximum of \$500,000), and your Accidental Death and Dismemberment coverage (up to a maximum of \$250,000), will be reduced by 35 percent (but to not less than \$15,000) effective the September 1 coincident with or next following your 65<sup>th</sup> birthday. Life Insurance coverage will be further reduced to \$15,000 the September 1 coincident with or next following your 70<sup>th</sup> birthday.

### Examples:

1. You will be 65 September 1, 2025. Your Life and Accidental Death and Dismemberment coverage amount in effect September 1, 2025 will be reduced by 35 percent on that date.
2. You will be 65 April 21, 2025. Your Life and Accidental Death and Dismemberment coverage amount in effect September 1, 2025 will be reduced by 35 percent on that date. 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.
3. You will be 70 September 1, 2025. Your Life coverage will be reduced to \$15,000 effective September 1, 2025.
4. You will be 70 April 21, 2025. Your Life coverage will be reduced to \$15,000 effective September 1, 2025.
5. Your salary is \$105,000 and you have elected a coverage amount of five times your salary. Your maximum coverage amount is \$500,000. You will be 65 May 7, 2025. Your Life coverage amount will be reduced by 35 percent to \$325,000 effective September 1, 2025.

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

Your Accidental Death and Dismemberment coverage will end 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 chose to be covered at a multiple of your salary equal to or less than \$15,000 at retirement, your coverage will not be subject to a reduction.

**Once you have retired, you do not have the option to increase your M/C Life Insurance coverage amount.**

## If you work beyond age 65

If you work beyond age 65 and your Life Insurance is more than \$15,000, your coverage amount will be reduced effective 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 multiple-of-salary amount (which cannot exceed the benefit maximum of \$500,000) will be reduced as indicated in the table below but not below \$15,000. If your multiple-of-salary amount exceeds \$500,000, the benefit maximum is established first *and then* the reduction of your coverage is applied. After the reduction is applied, if your coverage is not an even \$1,000, it will be increased to the next higher \$1,000.

If you continue to work beyond age 65, your coverage will be reduced in accordance with the benefit structure for retirees immediately upon your retirement. Any reduction that applies to your policy at the time of retirement will not be deferred until the start of the following plan year.

| ENROLLEE'S AGE      | PERCENTAGE OF COVERAGE RETAINED |
|---------------------|---------------------------------|
| 65 but less than 70 | 65%                             |
| 70 but less than 75 | 45%                             |
| 75 but less than 80 | 30%                             |
| 80 and over         | 20%                             |

The amount of insurance coverage you have in effect immediately preceding your 65<sup>th</sup> birthday is the amount that will be reduced every five years thereafter. Your premiums will be based on the reduced amount of insurance.

### Examples:

1. At age 63, John was actively working with a salary of \$108,000. Although he chose the coverage option of five times his salary, his coverage amount at age 63 was \$500,000, or the maximum benefit. At age 64, his salary increased to \$111,000. His coverage amount remained at \$500,000. At age 65, his coverage amount was reduced to \$325,000, or 65 percent of \$500,000.
2. 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:

| AGE                 | AMOUNT  |
|---------------------|---|
| 65 but less than 70 | \$163,000<br>(\$162,500 increased to next even \$1,000) |
| 70 but less than 75 | \$113,000<br>(\$112,500 increased to next even \$1,000) |
| 75 but less than 80 | \$75,000  |
| 80 and over         | \$50,000  |

**If you work beyond age 70 and retire, your coverage will be reduced to \$15,000 and your spouse's coverage will 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 equal the reduced amount of Life coverage up to the maximum Accidental Death and Dismemberment allowable (\$250,000). Accidental Death and Dismemberment benefits will not be reduced below \$15,000. If you retire, Accidental Death and Dismemberment coverage will end the September 1 following your 70<sup>th</sup> birthday.

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

When your Life Insurance is reduced at age 65, 70, 75 or 80, your spouse's coverage may also be reduced. Your spouse's Life Insurance benefit cannot 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. See *Conversion Rights for You and Your Dependent(s)*, page 20. The amount of coverage you can convert will be equal to or, at your option, less than the amount of the reduction. See *Dependent reductions when you reach 65* above.

## **If you become totally disabled**

If you have Life Insurance and become totally disabled prior to your retirement and 60<sup>th</sup> birthday and you remain totally disabled for nine consecutive months or more, Life Insurance coverage for you and any enrolled dependent(s) who remain otherwise eligible can be continued without premium cost for up to two years provided you:

- Remain totally disabled for nine consecutive months or more
- Show proof of your disability satisfactory to MetLife
- Complete Form LTD-Bridge, *Statement of Review for Group Life Insurance During Disability* (from MetLife) to apply for a premium waiver
- Pay your monthly premium amount for yourself and any enrolled dependents

MetLife reserves the right to have a doctor of their choice examine you 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 up to two years. To qualify for a waiver of premium, you must meet the following requirements:

- You are enrolled in the New York State Group Life Insurance Plan
- You have been totally disabled as a result of sickness or injury before your retirement and before your 60<sup>th</sup> birthday
- You have been totally disabled on a continuous basis for a minimum of nine months
- You are on authorized Leave Without Pay
- You have kept coverage in effect while you were off the payroll and do not owe outstanding premiums

A waiver of premium is not automatic; you must apply for it, and continue to pay your Life Insurance premiums until you are notified the waiver has been granted. You will be refunded any premium payments made during your waiver period. Your waiver will begin the month following the date it is approved and will continue until the earliest of the following occurs:

- Your total disability ends
- It has been two years from the date your waiver of premium began
- You do not provide proof of your Total Disability as required by MetLife
- You refuse to be examined by a MetLife physician as required

- You return to the payroll or are no longer on an authorized Leave Without Pay
- You separate or terminate from employment and are eligible to continue M/C Life Insurance as a Retirement benefit (see: *Eligibility to continue M/C Life benefits after separating from State Service* on page 19)

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

To apply for a waiver of premium, obtain Form LTD-Bridge, *Statement of Review for Group Life Insurance During Disability*, from your HBA. After you, your HBA and your physician have filled in the required information, return the completed form to:

New York State Department of Civil Service  
Employee Benefits Division  
M/C Life Insurance Unit  
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,
- You were actively working and less than 60 years old when you became disabled,
- 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 on the appropriate form in a manner acceptable to them. MetLife is not required to notify your beneficiary that they need to send the proof; it is the beneficiary's responsibility to contact MetLife. If the beneficiary cannot provide the proof to MetLife within one year, it should be submitted as soon as reasonably possible.

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

If you purchased an individual conversion policy after your Life Insurance coverage ended 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 conversion policy to MetLife, MetLife will pay the Life Insurance in effect under the individual conversion 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, New York State Department of Civil Service.

If the required payments are not received, Life Insurance coverage for you and your enrolled dependent(s) will end the last day of the payroll period that payment was 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 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 the first day of the payroll period following the date MetLife approves each person for coverage, provided you are actively working on the date of the approval, otherwise 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 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 15) or convert to an individual policy offered through MetLife (see *Conversion Rights for You and Your Dependent(s)*, page 20).

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 20.

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 20.

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

## **Eligibility to continue M/C Life benefits after separating from State service**

If you separate from State service due to retirement, termination or a lay off, you are eligible to continue your M/C Life Insurance benefits as a retiree provided you meet all of the following requirements:

- You must be enrolled in M/C Life Insurance at the time your employment ends
- You must be eligible to retire as a member of a retirement system administered by New York State or any of its political subdivisions
- You must be eligible to collect your pension, although you do not need to collect your pension at the time of separation

## **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 HBA or the Employee Benefits Division at (518) 473-3496. A claim form will be forwarded promptly.

Send the completed form and an original death certificate to the New York State Department of Civil Service, Employee Benefits Division, M/C Life Insurance Unit, 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**

If an enrolled dependent dies, contact your HBA 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, M/C Life Insurance Unit, 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 if 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

### When coverage ends for you

Coverage for you will end:

- The date your employment ends or if you are no longer in a class that remains eligible for M/C Life
- The date the Plan is changed to reduce or end coverage for your class of employment
- 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
- At the end of the period in which the last premium has been paid
- For Accidental Death and Dismemberment Insurance on September 1, coincident with or next following the date you reach age 70 (if you are retired)
- The date you die
- The date the group policy ends

If coverage for you or your dependent(s) ends as outlined above, coverage will end the last day of the period in 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 in which a payment was made, unless you are disabled and have received a waiver of premium.

**If you are an employee of a Participating Employer or a retiree, coverage will end the last day of the month.**

### When coverage ends for your dependent(s)

For dependent(s) of New York State active employees, coverage will end:

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

For dependent(s) of employees of Participating Employers and retirees, coverage will end:

- The last day of the month in which the dependent no longer qualifies as a dependent
- 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 the Life Insurance coverage for you or 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 premiums payable in the insurer's customary mode. You may obtain a conversion form (G-685 NY) from your HBA.

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 on page 21. You or your dependent(s) must apply during the application period.

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

- The last day of the period in 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:

- 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 your responsibility to request conversion forms in situations other than termination, negotiating unit changes and retirement for yourself and/or your dependents.

You must keep your HBA informed of changes in eligibility for your covered dependent(s). In circumstances where a dependent loses eligibility but retains conversion rights, and you have kept your HBA 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 you do not receive notice in the above situations, you should ask your HBA 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 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

For timely information about your M/C Life benefits, visit our New York State Department of Civil Service website at [www.cs.ny.gov](http://www.cs.ny.gov). Select State Employees if you are a Participating Employer or New York State agency active employee, or select Retirees if you are a retiree. Next, choose Resources and then under Health Insurance and Employee Benefits, select Life Insurance.

The website allows you to access an enrollment form, current rate schedules and a calculator you can use to determine your biweekly or monthly premiums. Publications available on our site meet universal accessibility standards for New York State agency websites.



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## M/C Life and Accidental Death and Dismemberment Coverage

### Overview

The New York State Group Life Insurance Plan, [M/C Life](#), offers Life and Accidental Death and Dismemberment Insurance coverage to help protect your loved ones should you experience a life-altering accident or death. With M/C Life benefits, your family will be better able to meet financial obligations. M/C Life offers competitive rates and different coverage options to meet your needs, budget and unique family circumstances.

### Eligibility

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

- Management/Confidential employee of the State or of certain [Participating Employers](#)
- Member of the State Legislature
- Annual employee of the State Legislature
- Judge or Justice of the Unified Court System of the State
- Nonjudicial employee of the court system who has been designated Management/Confidential

Additionally, retirees who are enrolled in the M/C Life Insurance Plan at the time of their retirement and elected to continue the coverage may do so.

If you elect coverage for yourself, you may also elect Life Insurance coverage for your spouse or domestic partner and/or eligible children. However, only you, the enrollee, are eligible for Accidental Death and Dismemberment Insurance.

## Glossary

**Actively working** means performing the normal duties of your position at your employer's place of business, a remote setting or a location to which your employer's business requires that you travel. It includes any day on which you are on:

- a. Vacation
- b. Authorized leave, provided such absence is not due to sickness, injury or leave without pay

**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 New York State Department of Civil Service.

**Benefits** means an amount paid in case of death or dismemberment.

**Conversion policy** means a privately paid individual life insurance policy between you and MetLife.

**Covered person** means an employee or a dependent with coverage in effect under this Plan.

**Domestic partner** means a person who 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 for six months and provide proof of residency and financial interdependence. You must submit a completed *Application for Domestic Partner Benefits Form* (PS-427.1) to your HBA to enroll a domestic partner.

**Leave without pay** means an authorized absence from the payroll.

**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 Employer (operating as a public authority of the public benefit corporation), employees of that employer who are not represented by a recognized or certified employee organization shall be designated Management or Confidential and eligible for this coverage.

**Member of the State Legislature** means a Senator or a member of the Assembly.

**Payroll period** means the two-week payroll interval (or monthly interval for a Participating Employer) established by New York State. Normal deductions for premiums pay for the next 14 days (or next month for a Participating Employer) 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.

**Physician** means a person licensed to practice medicine and perform services within the scope of their medical license in the jurisdiction where services are performed.

**State** means the State of New York, which is the policyholder.

**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.

**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

**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.

New York State  
Department of Civil Service  
Employee Benefits Division  
Albany, New York 12239  
[www.cs.ny.gov](http://www.cs.ny.gov)



**NYSHIP**  
New York State  
Health Insurance Program

*M/C Life – January 2025*

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It is the policy of the New York State 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 website ([www.cs.ny.gov](http://www.cs.ny.gov)). Check the website for timely information that meets universal accessibility standards adopted by New York State for NYS agency websites. If you need an auxiliary aid or service to make benefits information available to you, please contact your HBA.



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