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PART 1 is a brief outline of this plan. Please be sure to READ THE ENTIRE CERTIFICATE for complete details.

ELIGIBILITY

Eligible Class(es)

Class 1 All active permanent Faculty Members and Administrators.

Class 2 All active permanent Staff Members and Maintenance Employees.

Work Test

All Employees must work at least 17.5 hours during 7 consecutive calendar days; and worked at either your usual place of business or away from your usual place of business at your Employer's convenience.

Waiting Period

For Employees in an Eligible Class on the date the Group Policy takes effect:

For All Eligible Employees None

For Employees who enter an Eligible Class after the date the Group Policy takes effect:

Class 1 None

Class 2 3 months of service in an eligible class

LIFE INSURANCE

(A) A Death Benefit

...will be paid to the Beneficiary. See "PART 3: SCHEDULE OF BENEFIT AMOUNTS, (A) The Amount of Life Insurance", for the amount to be paid.

(B) A Waiver of Life Insurance Premium Benefit

...will be provided during your continuous Total Disability. Your Life Insurance will be continued without premium payments during your Total Disability. See "PART 4: TYPES OF BENEFITS, (B) The Waiver of Life Insurance Premium Benefit", for complete details.

PART 1 is a brief outline of this plan. Please be sure to **READ THE ENTIRE CERTIFICATE** for complete details.

(C) An Accelerated Death Benefit

...will be provided if you have a Terminal Illness. See the "ACCELERATED DEATH BENEFIT" Rider for complete information.

(D) A Conversion Privilege

...permits you to purchase an individual life insurance policy, without providing proof of good health, when your group life insurance ceases. See "PART 6: WHEN INSURANCE CEASES", for full information on converting your life insurance.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

An AD&D Benefit

...will be paid to you if you are living; otherwise to the Beneficiary. See "PART 4: ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT" for complete information.

No AD&D Will Be Paid

...if your death or other loss is caused by:

- (1) a disease or illness of any kind; or
- (2) suicide; or
- (3) an intentionally self-inflicted injury or sickness; or
- (4) war; or
- (5) taking part in the commission of a felony.

PART 2: ELIGIBILITY

TO BE ELIGIBLE

To Be Eligible for Insurance

...you must be in an Eligible Class and meet any required Work Test shown in PART 1.

You Will Become Eligible for Insurance

If you are a **Class 1 Employee**

...on:

- (1) the date the Group Policy takes effect; or
- (2) on the date you complete the required Waiting Period shown in PART 1 for your Eligible Class, if you enter the class after the group policy takes effect;

provided you are Actively at Work on the date you become eligible. If you are not Actively at Work on that date, you will become eligible on the date after you have completed 5 full consecutive days of Active Work.

If you are a **Class 2 Employee**

...on:

- (1) the date the Group Policy takes effect, if you are in an Eligible Class on that date; or
- (2) on the first day of the month that falls on or next follows the date you complete the required Waiting Period shown in PART 1 for your Eligible Class, if you enter the class after the group policy takes effect;

provided you are Actively at Work on the date you become eligible. If you are not Actively at Work on that date, you will become eligible on the date after you have completed 5 full consecutive days of Active Work.

PART 2: ELIGIBILITY (CONT'D)

If You Are Rehired

...within 1 year of the date employment ceased you will become eligible for insurance on:

- (1) the date of your re-entry into an eligible class, if you were previously insured under the policy; or
- (2) the date you become eligible for insurance as set forth in "You Will Become Eligible for Insurance" above, if you were not previously insured under the policy. All full months of service in an eligible class prior to the date employment ceased will be used in determining this date.

You must be Actively at Work on the date you are to become eligible. If you are not Actively at Work on that date, you will become eligible on the date after you have completed 5 full consecutive days of Active Work. If you are a rehired Employee, your most recent effective date of insurance will be used throughout this Certificate as the date you became insured.

TO BECOME INSURED

To Become Insured Under the Basic Schedule

...you must be an eligible Employee.

Under the Optional Schedule

To Become Insured Under Option 1 and Option 2

...you must be an eligible Employee and you must give Written Election to your Employer. It is important for you to give Written Election within 31 days after the date you become eligible. Otherwise, proof of good health will also be required.

You Will Become Insured Under the Basic Schedule

...on the date you become eligible.

PART 2: ELIGIBILITY (CONT'D)

Under the Optional Schedules

You Will Become Insured Under Option 1 and Option 2

...on the first day of the month which falls on or next follows:

- (1) the date you become eligible, if Written Election is given to your Employer on or before that date; or
- (2) the date your Employer receives your Written Election, if it is given within 31 days after the date you become eligible; or
- (3) the date TIAA approves your proof of good health furnished at no cost to TIAA, if Written Election is given to your Employer more than 31 days after you become eligible;

provided you are Actively at Work on the date the insurance is to begin. If you are not Actively at Work on that date, you will become insured on the date after you have completed 5 full consecutive days of Active Work.

COST FOR INSURANCE

The Cost for Insurance Under the Basic Schedule

...is paid by your Employer.

The Cost For Insurance Under the Optional Schedule

...is shared by you and your Employer. Your share of the insurance cost is deducted from your wages.

You will be informed of your monthly cost when you enroll in the plan. If the cost to you changes, you will be notified by your Employer.

The day before each plan anniversary (See "PART 10: ERISA") marks the end of the plan year. Generally near the end of the plan year, TIAA reviews the plan and the premiums being charged. If a premium change is to be made, TIAA will notify your Employer.

PART 3: SCHEDULE OF BENEFIT AMOUNTS

(A) (1) **The Amount of Life Insurance Under the Basic Schedule**

...will be equal to 1 times your Annual Wage. The amount of Life Insurance will be rounded to the nearest multiple of \$1,000, if not already such a multiple.

(2) **The Amount of Life Insurance Under the Optional Schedule**

...will be equal to the amount of Life Insurance under Option 1; or the amount of Life Insurance under Option 2, provided:

- (a) you have made Written Election for and are insured under this Schedule as set forth in Part 2; and
- (b) funds are being deducted from your wages for your cost of insurance under this Schedule.

The Amount of Life Insurance Under Option 1

...will be equal to 1½ times your Annual Wage.

The Amount of Life Insurance Under Option 2

...will be equal to 3 times your Annual Wage.

The amount of Life Insurance will be raised to the next multiple of \$1,000, if not already such a multiple. In no event will the amount of Life Insurance under the Basic Schedule plus the Option Schedule exceed \$500,000.

(B) **The Full Amount of the Accidental Death and Dismemberment Benefit**

...will be equal to the amount of your Basic and Optional Life Insurance.

Changes in the Amounts For Which You Are Insured

...will be made when your Annual Wage changes. The amounts will be adjusted automatically to reflect the change, on the effective date of the change, except as follows:

- (1) If you are not Actively at Work on the effective date of the change in your Annual Wage, the adjustment will take effect on the date you have completed 5 full consecutive days of Active Work.
- (2) If your Employer makes a retroactive change in your Annual Wage, no retroactive adjustment will be made in the amounts.
- (3) If your Annual Wage decreases, no decrease in the amounts will take effect unless you give a written request to make the change.

PART 3: SCHEDULE OF BENEFIT AMOUNTS (CONT'D)

FOR ACTIVE EMPLOYEES (CONT'D)

Changes in the Options For Which You Are Insured

...may be made if you make a written request to your Employer for an Option of insurance other than the one for which you are insured. The change in Option will take effect on:

- (1) the date TIAA approves your proof of good health furnished at no cost to TIAA, if you are requesting an Option which provides a greater amount of insurance; or
- (2) the date your Employer receives your signed request, if you are requesting an Option that provides a lesser amount of insurance.

Provided you are Actively at Work on the date the change in Option is to become effective. If you are not Actively at Work on that date, the change in Option will become effective on the date after you have completed 5 full consecutive days of Active Work.

(C) The Amount of Life Insurance That Can Be Accelerated

...can equal up to 100% of the amount of Life Insurance for which you are insured, subject to the other limits in the "ACCELERATED DEATH BENEFIT" Rider.

PART 4: TYPES OF BENEFITS

LIFE INSURANCE BENEFITS

(A) The Death Benefit

...will be equal to the amount set forth in "PART 3: SCHEDULE OF BENEFIT AMOUNTS, (A) The Amount of Life Insurance".

(B) The Waiver of Life Insurance Premium Benefit

...will be provided during your continued Total Disability. Your Life Insurance will be continued without premium payments during your Total Disability if, within 12 months from the date Total Disability starts, TIAA receives proof that such disability:

- (1) began while you were insured under the group policy; and
- (2) began before you became age 60; and
- (3) continued for 6 consecutive months.

If Death Occurs Before Proof is Given

...the Death Benefit will be paid if:

- (1) death occurred within 12 months from the date Total Disability starts; and
- (2) proof of Total Disability is given within one year of death; and
- (3) such proof shows that Total Disability was continuous from the date it began until the date of death.

If Conversion Provision Used Before Waiver Approved

...and a TIAA individual policy of life insurance was issued to you under the group policy's Conversion of Life Insurance provision, payment can be made under either the Death Benefit provision of the group policy or the individual policy, not both. Before payment can be made under the group policy's Death Benefit provision, the individual policy must be surrendered to TIAA without claim except for the return of any premiums paid. If TIAA made payment under the individual policy, any Death Benefit payable under the group policy will be reduced by the amount paid under the individual policy.

PART 4: TYPES OF BENEFITS (CONT'D)

LIFE INSURANCE BENEFITS (CONT'D)

Insurance Continued Under The Waiver of Premium Benefit Will Cease

...on the earliest of the following events:

- (1) the date you cease to be Totally Disabled; or
- (2) the date you become age 65. Except, if you attain age 65 before you are Totally Disabled for 12 consecutive months, insurance will not cease under this benefit until the end of that 12 month period;
or
- (3) the date you fail to give proof of continuous Total Disability.

When the Waiver of Premium Benefit Ceases

...you may purchase an individual policy under the Conversion of Life Insurance provision as if your employment had terminated. If, however, you return to Active Work for your Employer during the conversion period and are again insured under the group policy, no conversion will be permitted.

The Amount of Life Insurance During Total Disability

...under the Waiver of Premium Benefit will be the amount for which you were insured at the start of Total Disability, except:

- (1) if you had not been Totally Disabled; and
- (2) your amount of Life Insurance would have been reduced under the provisions of the group policy that were in effect at the start of your Total Disability;

the amount of Life Insurance continued under this benefit for you will also be reduced under those provisions.

In no event will your Life Insurance be increased while you are Totally Disabled.

PART 4: TYPES OF BENEFITS (CONT'D)

LIFE INSURANCE BENEFITS (CONT'D)

Notice of Claim and Proof of Total Disability

TIAA must receive in writing any proof of Total Disability it requires. All proof must be satisfactory to TIAA. Failure to give such proof at the time it is required will not terminate your insurance protection, if:

- (1) it is shown that it was not reasonably possible to give proof of Total Disability at the time it was required; and
- (2) such proof is given as soon as reasonably possible.

Proof of continued Total Disability is required at reasonable intervals to be determined by TIAA. If you die after giving TIAA initial proof of Total Disability, the Death Benefit will be paid if TIAA receives proof that Total Disability was continuous from the date proof was last received until the date of death. Such proof must be given to TIAA within 1 year of your death.

Types of Proof

TIAA may require as part of the proof of Total Disability: statements of treating physicians; copies of test reports or examinations; x-rays; hospital records; medical examinations by impartial specialists at TIAA's expense; investigations conducted by TIAA or outside agencies; and any other information TIAA may reasonably require to determine benefits payable. TIAA may also require records that are in your Employer's control or custody, and may require one or more interviews with you. TIAA will have the right and the chance to examine you at such times as it may reasonably require during the time a claim is pending.

PART 4: TYPES OF BENEFITS (CONT'D)

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (AD&D)

The AD&D Benefit

...will be paid by TIAA, if you:

- (1) sustain bodily injuries as a result of an accident; and
- (2) suffer one of the following losses within 90 days after the date of the accident:
 - (a) Loss of life. TIAA will pay the full amount.
 - (b) Loss of a hand severed at or above the wrist; or loss of a foot severed at or above the ankle; or permanent loss of sight of an eye. TIAA will pay one-half of the full amount.
 - (c) Loss in any accident of more than one of the members listed in (b) above. TIAA will pay the full amount.
 - (d) Loss of use of both arms and both legs due to paralysis. TIAA will pay the full amount. Paralysis is the loss of use without actual severance of a limb or limbs and diagnosed by a physician as complete and irreversible.
 - (e) Loss of use of both arms or both legs due to paralysis as defined in (d) above. TIAA will pay one-half of the full amount.
 - (f) Loss of use of both an arm and a leg on one side of the body due to paralysis as defined in (d) above. TIAA will pay one-half of the full amount.

Not more than the full amount will be paid for all losses sustained in any one accident. The full amount is set forth in "PART 3: SCHEDULE OF BENEFIT AMOUNTS."

- (2) suffer one of the following losses within 90 days after the date of the accident:
 - (a) Loss of life. TIAA will pay the full amount.
 - (b) Loss of a hand severed at or above the wrist; or loss of a foot severed at or above the ankle; or permanent loss of sight of an eye. TIAA will pay one-half of the full amount.
 - (c) Loss in any accident of more than one of the members listed in (b) above. TIAA will pay the full amount.

Not more than the full amount will be paid for all losses sustained in any one accident. The full amount is set forth in "PART 3: SCHEDULE OF BENEFIT AMOUNTS."

PART 4: TYPES OF BENEFITS (CONT'D)

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (AD&D)

Additional Amounts

TIAA will pay the additional amounts set forth below if, within 90 days of an accident in a private passenger vehicle, you:

- (1) suffer loss of life while properly wearing a seatbelt. TIAA will pay \$10,000; or
- (2) suffer loss of life while properly wearing a seatbelt and are also protected by an airbag. TIAA will pay \$15,000; or
- (3) suffer loss of life at least 75 miles from your principle residence. TIAA will pay up to \$5,000 for preparation and transportation of the body.

If the loss occurs under (1) or (2) above and you were driving, the driver must have had a current and valid driver's license at the time of the accident.

Payment Will Be Made

...directly to you if you are living on the date of the payment. If you are not living, payment will be made as set forth in "PART 5: PAYMENT IN THE EVENT OF DEATH."

No AD&D Benefit Will Be Paid

...if your death or other loss is caused by:

- (1) a disease or illness of any kind, physical or mental infirmity, or medical or surgical treatment of these; ptomaine or bacterial infection, except infection as a result of an accidental cut or wound; or
- (2) suicide; or
- (3) an injury or a sickness that is intentionally self-inflicted; or
- (4) war declared or not declared; any act incident to war; service in any military of any country while the country is engaged in war; or police duty as a member of any military organization; or
- (5) taking part in, or as a result of taking part in, the commission of a felony.

PART 4: TYPES OF BENEFITS (CONT'D)

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (AD&D)

Notice of Claim and Proof of Accidental Death and Dismemberment

TIAA must receive written notice of a claim arising from an accidental injury within 20 days after the date of loss. TIAA must receive written proof of such injury within 90 days after the date of loss. Forms for filing proof will be sent to you when TIAA receives written notice of a claim. If forms are not sent within 15 days after TIAA's receipt of notice, you will be deemed to have met the group policy's conditions for filing proof by submitting in writing, within the required 12 months, proof of the occurrence, nature and extent of the loss. All proof must be satisfactory to TIAA.

No claim will be denied or reduced if it is shown that it was not reasonably possible to give notice of claim or proof of loss at the time it was required and such notice or proof is given as soon as reasonably possible.

Types of Proof

TIAA may require as part of the proof of loss: statements of treating physicians; copies of test reports or examinations; x-rays; hospital records; medical examinations by impartial specialists at TIAA's expense; investigations conducted by TIAA or outside agencies; and any other information TIAA may reasonably require. TIAA may also require records that are in your Employer's control or custody, and may require one or more interviews with you. TIAA will have the right and the chance to examine you at such times as it may reasonably require during the time a claim is pending.

For payment of Additional Amounts, TIAA may require as proof of loss (1) the official accident report in which the investigating officer certifies that your seatbelt was in use and was properly fastened at the time of the accident; and (2) that your position in the automobile was protected by an airbag.

Legal Proceedings Against TIAA

No action or suit will be brought to recover under this benefit unless it is brought later than 60 days after proof of loss has been given as required by the group policy. No such action will be brought at all unless it is brought within 2 years from the end of the time within which proof of loss is required by the group policy.

The AD&D Benefit is Not Life Insurance

...and may be assigned but not converted. This benefit will not be continued for you during a Total Disability for which premiums for Life Insurance coverage have been waived.

PART 5: PAYMENT IN THE EVENT OF DEATH

The Benefits Are Payable

...to your Beneficiary. The Beneficiary is any person or institution whom you have named, (other than your Employer) in form satisfactory to TIAA, to receive the benefits at your death. You may designate different classes of Beneficiaries such as primary (first) and contingent (secondary). These classes set the order of payment. A class may contain more than one person. Benefits will be paid in equal shares to the then living persons in the class with the highest priority.

For example, if you die with your spouse named as primary Beneficiary and "children" as equal contingent Beneficiaries, your spouse would receive all of the benefits if he or she survived you. But if your spouse did not survive you, then your surviving children would receive equal shares of the benefits.

"Children" or "My Children"

...are terms which may be used to name a class of Beneficiaries, either primary or contingent. Unless you specify otherwise, these terms will mean: all children born of your marriage or marriages; and any children legally adopted by you. The term "children" also has the same inclusive meaning when used to name as Beneficiaries the children of: a spouse, a child, a brother or a sister.

If No Beneficiaries Are Named

...or are alive at your death, the benefits will be paid to:

- (1) the executor or administrator of your estate; or
- (2) at TIAA's option, any one or more of these surviving relatives: a spouse, a child, a parent, a brother or a sister.

You May Change The Beneficiary

...at any time by written notice in form satisfactory to TIAA, if the right to do so has not been assigned. Once recorded by or on behalf of TIAA, the change will take effect as of the date you signed the notice. Until the notice is recorded, TIAA will not be liable for any action taken in good faith contrary to directions contained in the notice. If you change the Beneficiary, any choice of method of payment for benefits payable under the group policy is revoked.

PART 5: PAYMENT IN THE EVENT OF DEATH (CONT'D)

The Methods of Payment

...for other than a one sum payment may be made by you or, after your death, by a Beneficiary other than your estate. When TIAA receives satisfactory proof of your death, the benefits provided under the group policy will be payable in one sum unless some other method of payment is (or was) requested in writing and approved by TIAA. Amounts and terms of other than one sum payments will be those normally offered by TIAA for group life insurance at the time of the request.

TIAA may, at its option, pay up to \$500 of the benefits to any person who incurs expenses for your final illness or burial. Such payment will be proper and the Beneficiary will receive any remaining benefits.

PART 6: WHEN INSURANCE CEASES

Your Insurance Will Cease

...on the earliest of the following events:

- (1) the date the group policy terminates; or
- (2) the date the group policy is changed to terminate insurance on the class of Employees to which you belong; or
- (3) the date you stop Active Work in an eligible class.

Your insurance under the Optional Life Insurance Schedule will cease on the date that ends the period for which you made the last required premium contribution, if any.

If you are no longer actively at work due to a leave of absence or other absence, ask your Plan Administrator when your insurance ceases. Your Plan Administrator is listed in "PART 10: ERISA".

CONVERSION OF LIFE INSURANCE

When Your Life Insurance Ceases

...under the group policy, you may purchase an individual policy of life insurance without providing proof of good health as follows:

- (1) When your employment terminates or you stop Active Work in an eligible class;

the amount of Life Insurance you will be permitted to purchase under an individual policy may not be more than the amount of Life Insurance for which you were insured under the group policy when coverage ceased; or

- (2) When the group policy terminates or is changed so that the class to which you belong is no longer eligible for insurance;

the amount of Life Insurance you will be permitted to purchase under an individual policy may not be more than:

- (a) the amount of Life Insurance for which you were insured under the group policy when coverage ceased; less
- (b) the amount of any group life insurance for which you are then eligible or become eligible within 31 days after the date coverage ceased under the group policy.

PART 6: WHEN INSURANCE CEASES (CONT'D)

CONVERSION OF LIFE INSURANCE (CONT'D)

An Individual Policy

...will be issued under these additional requirements and terms:

- (1) You must make application for an individual policy and pay the first premium for that policy within 31 days after the date your insurance ceases under the group policy; and
- (2) The individual policy may be on any one of the life insurance forms that TIAA then makes available, except one for term insurance, or one having disability or other supplementary benefits. At your option, however, preliminary term insurance for one year may precede insurance under the individual policy; and
- (3) The premium payable will be based on the rates in use by TIAA on the date the individual policy takes effect. The rates will be based on the policy chosen, and your attained age and class of risk; and
- (4) The individual policy will take effect on the thirty-second day after the termination of your insurance under the group policy.

If You Die During The Conversion Period

...TIAA will pay the amount of Life Insurance that could have been converted. Such amount will be paid to the Beneficiary named under the group policy, if you died before applying for an individual policy of life insurance. If, however, you died after applying for an individual policy, such amount will be paid to the Beneficiary named on the application for the individual policy.

PART 7: REQUESTING INFORMATION AND APPLYING FOR BENEFITS

Requesting Information

The Plan Administrator will answer any written question or request that you (or your beneficiary who is receiving benefits) have about enrollment, participation or other administrative matters. You will receive a written explanation within a reasonable period of time (not more than 90 days after the Plan Administrator receives your written question or request).

If your request is denied, the explanation will include the reasons for the denial, a description of any materials necessary to complete the request, and an explanation of why this material is necessary. And, it will tell you how to apply for a review if you are not satisfied with the explanation.

(A) Applying for Review

If your request is denied or you are not satisfied with the response, you may ask for a review. Write directly to the Plan Administrator within 60 days of receiving your answer. You or your duly authorized representative may examine any documents pertaining to your question or request. You are encouraged to submit issues and comments to the Plan Administrator. You will receive a decision in writing on the review within a reasonable time (not more than 60 days).

(B) Delays

If special circumstances require a delay on a request or question, the Plan Administrator will notify you. The notice will explain reasons for the delay and when you can expect a decision. If it is a delay on the initial request or question, the Plan Administrator will inform you not more than 90 days after the day the request was submitted and will send a decision not more than 90 days after the notice of the delay. If the delay is on a request for review, the Plan Administrator will notify you of the delay not more than 60 days after the request date and will send a decision not more than 60 days after the notice.

(C) Service of Legal Process

Service of legal process on any administrative matter should be directed to the Plan Administrator.

Applying for Benefits

An application for benefits and all documents to support the application, should be filed promptly. The Plan Administrator can supply the application and help you or your beneficiary complete it. The Plan Administrator will send the application for benefits to TIAA.

When an application for benefits and all supporting documents are received, TIAA will process the application promptly.

(A) Time Limits

Time limits for sending an application for benefits can be found in this certificate in "PART 4: LIFE INSURANCE BENEFITS, (B) The Waiver of Life Insurance Premium Benefit" and "PART 4: TYPES OF BENEFITS, ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT".

(B) Denied Application for Benefits

If TIAA denies an application for benefits, other than The Waiver of Life Insurance Premium Benefit, you

PART 7: REQUESTING INFORMATION AND APPLYING FOR BENEFITS (CONT'D)

or your beneficiary will receive a written denial within a reasonable period of time (not more than 90 days, except as otherwise provided in (D) below). TIAA will specify the reason(s) for the denial, the provision of the contract on which the denial is based, and how to ask for a review.

When appropriate, TIAA's letter will also describe any material which might complete or perfect the application and will explain why the material is needed.

With respect to The Waiver of Life Insurance Premium Benefit, TIAA will notify you or your beneficiary of a determination on the initial application within a reasonable period of time, but not more than 45 days after receipt, except as otherwise provided in (D) below. If the determination is made by TIAA to decline the application for benefits, or if benefits are terminated, you or your beneficiary will receive a written or electronic notification. TIAA will specify the reason(s) for the declination or termination, the provisions of the contract on which the determination is based, a description of any additional material or information needed to complete or perfect the claim (including why such information is necessary), how to ask for a review, and the right to receive copies of any relevant documents.

(C) Asking for a Review

You or your beneficiary may ask for a review of a denied application for benefits, other than The Waiver of Life Insurance Premium Benefit, by writing directly to TIAA within 60 days of receiving the denial. You or your duly authorized representative may examine documents pertaining to your application. You are encouraged to submit issues and comments to TIAA. You or your beneficiary will receive a decision of the review within a reasonable period of time (not more than 60 days, except as otherwise provided in (D) below).

With regard to The Waiver of Life Insurance Premium Benefit, if all or part of an application for benefits is denied or benefits are terminated, you or your beneficiary may ask for a review by writing to TIAA within 180 days after receiving the denial of an application or termination. You or your duly authorized representative may request, free of charge, copies of all documents, records and other information relevant to the claim. You or your beneficiary are encouraged to submit issues and comments to TIAA. TIAA will provide you or your beneficiary with a written or electronic notification of the decision within a reasonable period of time (not more than 45 days, except as otherwise provided in (D) below).

If the outcome of TIAA's review still results in a denial or termination of The Waiver of Life Insurance Premium Benefit, we will inform you or your beneficiary of the specific reason(s) for the decision, the specific plan provisions on which such determination was made and the rights to receive, upon request and free of charge, copies of all documents, records and other information relevant to the claim.

PART 7: REQUESTING INFORMATION AND APPLYING FOR BENEFITS (CONT'D)

(D) Delays

If special circumstances require a delay in evaluating an application for benefits, TIAA will notify you. The notice will explain the reason for the delay and when a decision can be expected.

If it is a delay on an initial application for benefits other than The Waiver of Life Insurance Premium Benefit, TIAA will notify you or your beneficiary not more than 90 days after the day the application was submitted, and will send a decision not more than 90 days after the notice of delay. If the delay is on a request for review of a denied application for benefits, TIAA will notify you or your beneficiary of the delay not more than 60 days after the request date and will send a decision not more than 60 days after the notice.

If, due to matters beyond our control, we are unable to make a determination on the initial application for The Waiver of Life Insurance Premium Benefit within 45 days of receipt, the period may be extended for up to 30 days. TIAA will notify you or your beneficiary of such delay prior to the expiration of the 45-day period. If we are still unable to render a decision due to matters beyond our control, the period for determination may be extended for up to an additional 30 days, in which case, we will notify you or your beneficiary again prior to the expiration of the first 30-day period.

When additional time is needed to make a determination, we will inform you or your beneficiary of the circumstances requiring an extension, the standards on which an entitlement to benefits is based, the unresolved issues or additional information that is needed and the date by which a decision can be expected. If, in our notice of delay, we request additional information from you or your beneficiary to make our determination, you or your beneficiary will have at least 45 days within which to provide the specified information. In such case, the 30-day extension period(s) for determination will begin on the date we receive the response.

TIAA will comply with any shorter time limits which may be required by the laws or regulations of the state in which the group policy is issued.

Requests for Information About Your Insurance

Please direct any written request for information about the TIAA Group Life Insurance Benefits policy, its terms, conditions, interpretations, application for benefits thereunder, review of an application, and the service of legal process to: Teachers Insurance and Annuity Association, 730 Third Avenue, New York, New York 10017-3206.

PART 8: GENERAL PROVISIONS

Misstatement of Age

If your age has been misstated, TIAA will change the amount of benefits to that of the correct age. A premium change will also be made so that premiums will be paid for the correct age.

Assignment

You may assign your Life Insurance and Accidental Death and Dismemberment Benefit provided under the group policy. No assignment will bind TIAA unless it is in writing and until it is filed at TIAA's home office. Once recorded, it will take effect as of the date it was signed if TIAA receives it before benefits are paid or any other action is taken by TIAA. TIAA is not responsible for whether any assignment is valid. You may not assign insurance as collateral security.

Overpayment of Benefits

Any overpayment of benefits must be repaid to TIAA. To recoup the amount overpaid, TIAA, at its option will:

- (1) require that the amount be repaid to TIAA in one sum; or
- (2) withhold the amount from any future benefits payable to you or your Beneficiary under the group policy; or
- (3) take any legal action it deems necessary.

The Group Policy

The group policy and this certificate are issued in and governed by the laws of the State of New York. TIAA and your Employer may agree to terminate or change any part of the group policy without your consent. Such termination or change will not affect Life Insurance that is continued under the following provisions, if any, on the date of such termination or change: "Waiver of Life Insurance Premium Benefit" and "Death During The Conversion Period."

Also, the group policy will terminate due to non-payment of premiums by your Employer in accordance with the terms of the group policy. And, TIAA may terminate the group policy as of any date set forth below by giving notice in writing which is mailed to your Employer at least ninety days before this date:

- (1) The date of the group policy's anniversary; or
- (2) Any premium due date, if on a prior premium due date the participation requirements set forth in the group policy have not been met.

PART 8: GENERAL PROVISIONS (CONT'D)

Service of Process

TIAA will accept service of process in any action or suit against it on the group policy in any court of competent jurisdiction in the United States, Puerto Rico or Canada, if such service is properly made.

TIAA will also accept such process sent to it by registered mail if the plaintiff is a resident of the state, district, territory, or province in which the action or suit is brought. This provision does not waive any of TIAA's rights, including the right to remove an action or a suit to another court.

Incontestability

After your insurance has been in force for 2 years, no statement made by you as to your insurability will be used to contest the validity of your insurance with respect to which the statement was made, nor unless the statement:

- (1) is in writing; and
- (2) is signed by you; and
- (3) a copy is, or has been, given to you or to the Beneficiary.

PART 9: DEFINITIONS

Where Used In This Certificate, The Following Terms Have the Meaning Set Forth Below:

Active Work or Actively at Work

...is performing for wages that are paid regularly by your Employer, the material and substantial duties of your occupation at the usual place of work or at any alternate place of work required by your Employer.

Annual Wage

...is your basic annual wage payable by your Employer. It excludes overtime pay, bonuses, and other types of extra compensation.

Total Disability or Totally Disabled

...is being unable due to sickness, bodily injury or pregnancy to perform any occupation for which you are reasonably suited by education, training or experience.

Written Election

...is your signed request for insurance under the Optional Schedule. In the request, you authorize your Employer to deduct funds from your wages for the cost of the insurance.

PART 10: EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

Statement of Your Rights Under the ERISA Law

As a participant in this Life Insurance Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all plan documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- (2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- (3) Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

PART 10: EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) (CONT'D)

Statement of Your Rights Under the ERISA Law (CONT'D)

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

PART 10: EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) (CONT'D)

EMPLOYER IDENTIFICATION

NUMBER (EIN): 15-0532200

PLAN NUMBER: 505

PLAN EFFECTIVE DATE: February 1, 2000

PLAN ANNIVERSARY: January 1

For information regarding the plan or service of legal process upon the plan, the Plan Administrator should be contacted.

THE PLAN ADMINISTRATOR IS:

Trustees of Hamilton College
198 College Hill Road
Clinton, New York 13323
(315) 859-4301

FOR INFORMATION CONTACT:

Director of Personnel
Trustees of Hamilton College
198 College Hill Road
Clinton, New York 13323
(315) 859-4301

TEACHERS INSURANCE AND ANNUITY ASSOCIATION
730 Third Avenue
New York, NY 10017

Rider To The Group Insurance Certificate Given To You Under Group Policy Number E-0099.

Your Group Life Insurance Certificate is amended and changed as set forth below.

EFFECTIVE FEBRUARY 1, 2000 THE PROVISION(S), AS SET FORTH BELOW, WILL APPLY.

ACCELERATED DEATH BENEFIT

The Accelerated Death Benefit

...will be provided if you have a Terminal Illness. You can accelerate the payment of your Life Insurance in advance of your death, if TIAA receives satisfactory proof that you have a Terminal Illness.

Terminal Illness

...is a state of health in which life expectancy is 12 months or less.

The Amount of Life Insurance That Can Be Accelerated

...will be the amount shown in "PART 3: SCHEDULE OF BENEFIT AMOUNTS, The Amount of Life Insurance That Can Be Accelerated".

Except, if:

- (A) the Schedule of Insurance provides for decreasing amounts of Life Insurance; and
- (B) your amount of Life Insurance would have been reduced within 12 months from the date TIAA approves your accelerated payment;

the amount of the Accelerated Death Benefit will be based on the reduced amount of Life Insurance.

The minimum amount of Life Insurance that can be accelerated is the lesser of:

- (A) 25% of your amount of Life Insurance; or
- (B) \$50,000.

Payment Will Be Made

...directly to you in one sum.

Payment of The Accelerated Death Benefit

...is subject to the following conditions:

- (A) the group policy is in effect; and
- (B) your Life Insurance is in effect; and
- (C) you give to TIAA Notice of Claim and Proof of Terminal Illness as set forth below; and
- (D) you are living at the time the Accelerated Death Benefit is payable; and
- (E) you give to TIAA written consent from:
 - (1) your spouse, as required by TIAA;
 - (2) any assignee;
 - (3) any irrevocable beneficiary.

Limitations

The Accelerated Death Benefit can be elected only once and is available only if you, freely and voluntarily choose to elect this benefit. Thus:

- (A) if you are required to elect this benefit to satisfy the claims of any creditor(s) or to satisfy any judgments against you, you are not eligible for this benefit; or
- (B) if you are required by any government agency to elect this benefit in order to apply for, receive, or maintain any government sponsored benefit, entitlement, or any other form of public assistance, you are not eligible for this benefit.

Notice of Claim and Proof of Terminal Illness

TIAA must receive in writing any notice of claim and proof of Terminal Illness it requires. Proof of Terminal Illness must be certified by a physician, other than yourself, who is legally licensed to practice medicine and surgery. All proof must be satisfactory to TIAA.

Types of Proof

TIAA may require as part of the proof of Terminal Illness: statements of treating physicians; copies of test reports or examinations; X-rays; hospital records; medical examinations by impartial specialists at TIAA's expense; and investigations conducted by TIAA or outside agencies.

Effects On Other Group Policy Provisions

Election of the Accelerated Death Benefit will affect the following group policy provisions as set forth below.

(A) The Death Benefit

The amount of this benefit as set forth in "PART 3: SCHEDULE OF BENEFIT AMOUNTS, (A) The Amount of Life Insurance" will be reduced by the amount of the Accelerated Death Benefit.

(B) The Waiver of Life Insurance Premium Benefit

If the full amount of Life Insurance Benefits is elected under the Accelerated Death Benefit, this provision will no longer apply. If a partial amount of Life Insurance benefits is elected under the Accelerated Death Benefit, this provision will apply to the reduced amount of Life Insurance remaining in effect.

(C) Conversion of Life Insurance

If insurance ceases, and you have accelerated the payment of any or all of your Life Insurance, the amount that can be converted will be based on the amount remaining in effect.

(D) Premium Payments

All future premiums will be waived for any amount of Life Insurance remaining in effect after you are paid an Accelerated Death Benefit.

IMPORTANT INFORMATION

The receipt of Accelerated Death Benefits may affect eligibility for Medicaid or other government benefits or entitlements. In addition, receipt of Accelerated Death Benefits may be taxable. You should seek assistance from your personal tax advisor.

There is no separate premium cost for the Accelerated Death Benefit and no discount or lien associated with acceleration of the life insurance benefit.