

**GROUP TERM LIFE INSURANCE
CERTIFICATE**

**Equitable Financial Life Insurance Company
HOME OFFICE: 1345 Avenue of the Americas, New York, NY 10105
(866) 274-9887**

This Certificate is a part of the Policy, which is a legal contract between the Policyholder and Us. We issue this Certificate based on the Employee's applications and payment of premium when due. We certify that We will pay the benefits described in this Certificate subject to all terms, conditions and limitations outlined in this Certificate. The Policy provides term life insurance to Eligible Employees. We will provide You a copy of the Policy upon receipt of Your written request. The Policy provisions may be revised or coverage may end without the consent of any Insured Person. This Certificate replaces any certificate previously issued to You by the *Company* under the group policy.

Any Insured Person's rights under the Policy shall not be less than those provided by the Certificate. The Policy permits the group Policyholder to change, reduce, restrict or terminate the Certificateholder's rights or benefits under the Policy without the Certificateholder's consent. Such change, reduction, restriction or termination may occur at a time when the Certificateholder's health status has changed and may affect his or her ability to procure individual coverage.

Read Your Certificate Carefully. Insurance Benefits may be subject to certain requirements, reductions, limitations and exclusions.

**CERTAIN WAR RISKS ARE NOT ASSUMED. IN CASE OF ANY DOUBT,
WRITE YOUR COMPANY FOR FURTHER EXPLANATION.**

This Certificate includes an Accelerated Death Benefit. The Death Benefit will be reduced if an accelerated death benefit is paid. Accelerated death benefits may be taxable. You should consult a tax advisor about the tax status of any accelerated death benefit payment.

Group Term Life Insurance with Accelerated Death Benefit and Accidental Death and Dismemberment Benefits. Optionally Renewable each Year. Coverage is Non-Contributory. Premiums may change on renewal. Nonparticipating.



Mark Pearson, Chairman of the Board and Chief Executive Officer



Jose Ramon Gonzalez,
Senior Executive Director, Secretary and General Counsel

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase is a defined term in the certificate or refers to a specific provision herein.

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FRAUD WARNINGS

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Arkansas, Louisiana, New Mexico, Rhode Island, and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Maine, Tennessee, Virginia and Washington: **WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.**

Florida: Any person who knowingly and with an intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects

FRAUD WARNINGS

such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

All Other States: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

THIS IS ACCIDENT-ONLY INSURANCE. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

**ADMINISTRATIVE OFFICE:
FOR INFORMATION OR TO MAKE A COMPLAINT, PLEASE CALL OR WRITE:**

Equitable Financial Life Insurance Company

**1345 Avenue of the Americas, New York, NY 10105
(866) 274-9887**

WE WILL NOTIFY YOU OF ANY CHANGE IN OUR ADDRESS

SCHEDULE OF BENEFITS

POLICYHOLDER: Trustees of the Business Council of New York State, Inc. Insurance Fund **POLICY NUMBER:** 002035

PARTICIPATING EMPLOYER: Hamilton College **GROUP NUMBER:** 002767

PARTICIPATING EMPLOYER ADDRESS: 198 College Hill Road Clinton, NY 13323 **POLICY ANNIVERSARY DATE:** January 1 of each year, beginning in 2019

STATE OF POLICY ISSUE: New York **DEPARTMENT OF INSURANCE PHONE NUMBER:** (800) 342-3736

CERTIFICATE EFFECTIVE DATE: January 01, 2024

ELIGIBLE CLASS(ES): Class 1: All Active Full Time and Part Time Employees working at least 17.50 hours per week.

ELIGIBILITY WAITING PERIOD: If You are working for Your Employer on the effective date - the waiting period is 0 continuous day(s).
If You are working for Your Employer after the effective date - the waiting period is 0 continuous day(s).

The Schedule of Benefits indicates the benefits available under the Policy. Insured Person will only be covered for benefits that they are eligible for, have been elected, and which are in effect.

LIFE INSURANCE BENEFIT

EMPLOYEE	BASIC LIFE	
	Life Insurance Benefit Amount	1 times Basic Annual Earnings, rounded to the next higher \$1,000, if not already a multiple thereof, to a Maximum of \$500,000
	Guaranteed Issue Amount	\$500,000

MINIMUM CONVERSION AMOUNT: \$10,000

ADDITIONAL BENEFITS

ACCELERATED DEATH BENEFIT
Minimum Accelerated Death Benefit: \$10,000
Maximum Accelerated Death Benefit: lesser of \$500,000 or 75% of the Face Amount

SCHEDULE OF BENEFITS

Administrative Fee: \$0

WAIVER OF PREMIUM

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

EMPLOYEE	BASIC AD&D AD&D Principal Sum	100% of Life Insurance Benefit
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Percentages below are based on the AD&D Principal Sum unless otherwise noted.

ACCIDENTAL DEATH	EMPLOYEE 100%
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ACCIDENTAL DISMEMBERMENT:

- | | |
|---|------|
| • Loss of Both Hands or Both Feet | 100% |
| • Loss of One Hand or One Foot | 50% |
| • Loss of Sight in Both Eyes | 100% |
| • Loss of Sight in One Eye | 50% |
| • Loss of Speech and Loss of Hearing in Both Ears | 100% |
| • Loss of Speech or Loss of Hearing in Both Ears | 50% |
| • Quadriplegia | 100% |
| • Hemiplegia | 50% |
| • Paraplegia | 50% |
| • Loss of Use of One Limb | 25% |
| • Loss of Thumb and Index Finger on One Hand | 25% |

ADDITIONAL BENEFITS

AMOUNT OF BENEFIT

BURN BENEFIT:

- | | |
|--|---------|
| • Burns of the Face, Neck or Head | \$1,000 |
| • Burns of the Torso | \$1,000 |
| • Burns of One Hand and Forearm | \$1,000 |
| • Burns of One Upper Arm | \$1,000 |
| • Burns of One Thigh or One Lower Leg (below knee) | \$1,000 |

Full thickness third degree burns (except sunburns) over:

- | | |
|-------------------|------|
| • 75% of the body | 100% |
| • 25% of the body | 50% |

CHILD EDUCATION:

- | | |
|---------------------------|--|
| • Benefit Amount | lesser of incurred educational expenses or
\$5,000 annually |
| • Maximum Benefit Period | 4 year(s) |
| • Maximum Benefit Payable | \$20,000 |

COMA:

- | | |
|--------------------------|------------------------------------|
| • Benefit Amount | 1% of AD&D Principal Sum per month |
| • Maximum Benefit Period | 12 Months |

DAY CARE:

- | | |
|---------------------------|---------|
| • Benefit Amount | \$2,000 |
| • Maximum Benefit Period | 4 years |
| • Maximum Benefit Payable | \$8,000 |

SCHEDULE OF BENEFITS

EXPOSURE/DISAPPEARANCE:	Included
REPATRIATION:	lesser of customary and reasonable expenses or \$5,000
SEATBELT:	\$10,000
AIRBAG:	\$5,000
SPOUSE TRAINING:	
• Benefit Amount	lesser of incurred educational expenses or \$5,000 annually
• Maximum Benefit Period	4 year(s)
• Maximum Benefit Payable	\$20,000

BENEFIT REDUCTION SCHEDULE

Upon the Employee's attainment of the ages shown below, the Employee's Life Insurance Scheduled Benefit Amount(s) and Accidental Death & Dismemberment Scheduled Benefit Amount(s) will automatically reduce to the percentage shown below:

Age 70 but less than age 75	65%
Age 75 and over	40%

These reductions will also apply to any insurance that is continued in accordance with the Continuation provision in this Policy.

Any reduction pursuant to this provision will take place on the first of the month following the Insured's birthday.

DEFINITIONS

Accident(al) means a sudden, unforeseeable external event that causes bodily Injury to the Insured while insurance is in force under this Policy.

Actively at Work or Active Work means that the Employee is performing all of the usual and customary duties of his or her job on a full-time basis. This may be done at the Participating Employer's place of business an alternate place approved by the Participating Employer, or a place to which the Participating Employer's business requires the Employee to travel. An Employee will be deemed to be Actively At Work on weekends or Participating Employer approved vacations, holidays or business closures if the Employee was Actively at Work on the last scheduled work day preceding such time off.

Activities of Daily Living (ADL) means the following activities:

- Bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- Dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial Limbs;
- Toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- Transferring - the ability to move in and out of bed, chair, or wheelchair with or without the assistance of equipment;
- Mobility - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- Eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment; and
- Continence - the ability to voluntarily maintain control of bowel and/or bladder function or, in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

Age means the age of the Insured on his or her most recent birthday, regardless of the actual time of birth.

Air Bag means an automobile safety device consisting of a bag designed to inflate automatically, especially in front of an occupant in case of collision.

Basic Annual Earnings means Your regular annual rate of pay from Your Employer in effect on the date immediately prior to the date the covered loss occurs. Basic Annual Earnings includes Commissions, Bonuses, and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account and does not include tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Commissions means the monthly average of monetary commissions You received from Your Employer over:

- 1) the 12 month period ending immediately prior to the date the covered loss occurs; or
- 2) the total period of time You worked for Your Employer, if less than the above period.

Bonuses means the monthly average of monetary bonuses You received from Your Employer over:

- 1) the 12 month period ending immediately prior to the date the covered loss occurs; or
- 2) the total period of time You worked for Your Employer, if less than the above period.

Basic Life Insurance means the amount of life insurance for which the Participating Employer pays all or some of the premiums.

Beneficiary means the person the Employee has designated to receive the Death Benefit in the event of death.

Certificate Date means the date on which the Employee first becomes insured for the benefits of the

DEFINITIONS

Certificate. It is shown on the Schedule of Benefits.

Change in Family Status means the occurrence of any of the following:

- (1) The Employee's marriage, domestic partnership or civil union
- (2) The Employee's birth or adoption of a Child, or legal guardianship of a Child
- (3) The death of or divorce from a Spouse or domestic partner
- (4) The death or emancipation of a Child
- (5) A Change in classification from part-time to full-time or from full-time to part-time
- (6) The Spouse is no longer employed, resulting in a loss of group insurance. The Insured may increase his Life insurance due to any of the event(s) above for amounts in excess of the Guaranteed Issue amount, however, Evidence of Insurability may be required.

Civil Union means a state sanctioned and/or recognized union of two eligible individuals of the same sex or opposite sex. Parties to a Civil Union will receive the same benefits and protections under this Certificate and be subject to the same responsibilities as spouses in a marriage, except where prohibited by law.

Cognitive Impairment means a deterioration or loss in intellectual capacity, resulting from Injury, Sickness, Alzheimer's disease or similar forms of irreversible dementia, requiring another person's active help or verbal guidance for the Insured's own protection and the protection of others, and which is diagnosed while the Insured is covered under this Policy. The condition must be certified by a Physician.

Comatose or Coma means a state of deep and total unconsciousness from which the Insured Person cannot be aroused. Coma must be due to Injury and does not include coma due to Sickness or a medically or drug induced coma.

Death Benefit means the amount of money We will pay when We receive proof of loss at our Administrative Office that the Insured died while the Certificate was in force.

Dependent Adult means the Insured's parent, parent-in-law, grandparent, grandparent-in-law, great-grandparent or great-grandparent-in-law (whether natural, step or adoptive) or other adult if that person is primarily dependent on the Insured for support and maintenance.

Domestic Partner means an individual who is age 18 or older who is the same sex or opposite sex as the Employee and has established a domestic partnership with the Employee by filing an affidavit of domestic partnership and obtaining a Certificate of domestic partnership from his or her local registrar.

Employee means for eligibility purposes, an Employee of the Employer in one of the "Classes of Eligible Employees."

Evidence of Insurability means a statement of proof of a person's medical history upon which acceptance for insurance will be determined by Us.

Face Amount means the total amount of life insurance available for the Insured. These amounts are shown in the Life Insurance Benefits section of the Schedule of Benefits.

Guaranteed Issue Amount means the amount of insurance that will be issued to an Employee without Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Benefits. For amounts in excess of the Guaranteed Issue Amount, Evidence of Insurability satisfactory to Us must be provided.

Hemiplegia means the Paralysis of both the upper and lower limb on the same side of the body.

DEFINITIONS

Immediate Family means any Insured's Spouse; brothers or sisters (including stepbrothers and stepsisters); Children; parents (including stepparents); grandchildren (including step-grandchildren); grandparents (including step-grandparents); father- or mother-in-law; brothers- or sisters-in-law; and their spouses.

Injury means a bodily injury sustained by the Insured as a direct result of an Accident, independent of Sickness, disease or bodily or mental illness or infirmity or any other cause, and which occurs while this Certificate is in force.

Insured Person means the Employee and the Employee's Dependents insured for the benefits of the Certificate or any attached rider.

Irrevocable Beneficiary means a Beneficiary who cannot be changed without his or her consent.

Lapse means the termination of this Certificate for the nonpayment of premium or insufficient payment of the premium due.

Layoff means a temporary cessation of Active Work, initiated by the Employer, without termination of employment, not expected to last more than 3 months, and which has not in fact lasted more than 3 months.

Live Birth means the birth of a child who shows postnatal evidence of life.

Loss of a Limb means that the arm is permanently severed at or above the elbow or the leg is permanently severed at or above the knee.

Loss of Arm means the arm is permanently severed at or above the elbow.

Loss of a Leg means the leg is permanently severed at or above the knee.

Loss of a Foot means that all of the foot is cut off at or above the ankle joint.

Loss of Hand means that all four fingers are cut off at or above the knuckles joining each to the hand.

Loss of Hearing means the total and irrecoverable loss of hearing in one ear or both ear(s) that continues for at least 365 days following the date of the Accident.

Loss of Sight means permanent and uncorrectable loss of sight in the eyes that continues for at least 365 days following the date of the Accident. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of Speech means the total and irrecoverable loss of speech that continues for at least 365 days following the date of the Accident.

Loss of Thumb and Index Finger Loss of a finger means the finger is permanently severed through or above the third joint from the tip of the finger. Loss of thumb means permanent severance of the thumb through or above the second joint from the tip of the thumb.

Loss of a Toe means permanent severance of the toe through or above the second joint from the tip of the toe.

DEFINITIONS

Material and Substantial Duties means duties that:

- normally are required for the performance of Any Occupation; and
- cannot be reasonably omitted or modified.

Participating Employer means any employer who has applied to the Policyholder for coverage provided under this Policy and is a member in good standing with the Business Council of New York State Inc., Insurance Fund.

Paralysis means the total and permanent impairment of voluntary movement and sensory function of a Limb without severance. A Physician must determine the Paralysis to be permanent, complete and irreversible.

Paraplegia means the paralysis of both legs.

Permanently Totally Disabled/Permanent Total Disability means that the Insured Person is permanently unable to perform the material and substantial duties of Any Occupation for which he or she is qualified by reason of education, training or experience.

Physician means a person properly licensed or certified as a practitioner of the healing arts and who is performing services within the scope of such license. A Physician does not include an Insured Person or a member of the Insured Person's Immediate Family.

Policy means the document that is issued to the Policyholder and all forms incorporated in the Policy, including the master application, all Certificates of coverage and enrollment forms.

Policyholder is the Trustees of the Business Council of New York State, Inc. Insurance Fund.

Prior Plan means the plan of group life and accidental death and dismemberment insurance providing similar benefits sponsored by the Employer in effect on the day before the Policy Effective Date.

Quadriplegia means the Paralysis of all four Limbs.

Scheduled Benefit means the applicable Benefit Amount shown in the Schedule of Benefits that would otherwise be payable in the absence of any benefit reduction.

Seat Belt means a properly installed lap and shoulder restraint, or other restraint, other than an Air Bag, approved by the National Highway Traffic Safety Administration.

Sickness With respect to the Waiver of Premium benefit, Sickness means a sickness or disease which causes a disability which starts while the insurance is in force.

Spouse means the person to whom the Insured Person is legally married. For the purposes of this definition the term Spouse may also include domestic partner or a civil union contract.

Terminal Illness means a medical condition, which is diagnosed while the Insured is covered under this Policy, and that is expected to cause death in 12 months or less.

Totally Disabled and Total Disability means a disability due to a Sickness or Injury which prevents the Insured from performing the material duties of Any Occupation.

We, Our and Us mean Equitable Financial Life Insurance Company.

DEFINITIONS

Written Request means a request in writing, satisfactory to Us, received by Us at our Administrative Office by You or the Policyholder. Telephone, Internet or other electronic media may be used for certain transactions that require a Written Request. We will accept such requests only after the appropriate policies, procedures and security measures have been established.

You and Your means the Employee as specified on the Schedule of Benefits.

ELIGIBILITY

Employee Eligibility: An Employee must be in the class or classes shown in the Schedule of Benefits to be eligible for coverage. An Employee becomes eligible for coverage on the latest of the following:

- 1) The Policy Effective Date
- 2) The date he becomes a member of an Eligible Class
- 3) The date he completes the Eligibility Waiting Period shown in the Schedule of Benefits.

Employee Effective Date of Insurance: The Employee's insurance becomes effective on the Certificate Date shown on the Schedule of Benefits, if:

- 1) The required premium is paid or, if the Employee is responsible for premiums, he has authorized premium payment; and
- 2) We have approved any Evidence of Insurability required to become insured under any plan; and
- 3) He is Actively at Work on that date.

If the Employee is not Actively at Work on the date insurance would otherwise take effect, insurance will be effective on the day he resumes Active Work. The Actively at Work requirement is waived for individuals who were covered under the prior plan as of the prior plan termination date.

Evidence of Insurability

Evidence of Insurability is required if the Employee:

- 1) Voluntarily canceled insurance and is reapplying;
- 2) Applies after any coverage ended because required premium contributions were not paid; or
- 3) Has not met a previous Evidence of Insurability requirement to become insured under any plan the Policyholder has with Us.

When Evidence of Insurability is required, coverage will become effective on the date We approve Evidence of Insurability.

Effective Date of Change to Coverage

Any change in the amount of the Employee's insurance due to a change in Annual Earnings (either increase or decrease) will automatically take effect on the date of such change.

Increases in amounts of insurance due to an increase in Earnings are subject to the following:

- 1) The Employer provides Us with the required notice of an increase in Annual Earnings; and
- 2) The increase in Annual Earnings is no more than \$25,000; and
- 3) The Employee is Actively at Work on the effective date of the increase.

Increases in Annual Earnings above \$25,000 may be subject to Evidence of Insurability.

For other changes in the amount of insurance, any increase or additional coverage will take effect on the date We approve Evidence of Insurability, if Evidence of Insurability is required. The Employee must be Actively at Work or on a covered layoff or leave of absence.

If the Employee is not Actively at Work due to injury or sickness, any increased or additional coverage will begin on the later of the date We approve Evidence of Insurability, if Evidence of Insurability is required and the date the Employee returns to Active Work.

Continuation Under a Prior Plan:

If the Employee was insured under a Prior Plan on the day before the Policy Effective Date and would be eligible for coverage on the Policy Effective Date, except that he is not able to meet the requirements of being Actively at Work, then the coverage amount shown in the Schedule of Benefits will not apply.

Instead, the Employee will be considered insured, and Our coverage amount will be the lesser of:

ELIGIBILITY

- 1) The amount of Life Insurance and Accidental Death and Dismemberment Insurance under the Prior Plan; or
- 2) The amount of Life Insurance and Accidental Death and Dismemberment Insurance shown in the Schedule of Benefits, reduced by any coverage amount in force or otherwise payable due to any disability benefit extension under the Prior Plan.

The Employee will remain insured up to the coverage amount determined by this provision until the first of the following to occur:

- 1) The date he returns to Active Work;
- 2) The date his insurance terminates for a reason stated under the Termination provision;
- 3) The last day of a period of 12 consecutive months which begins on the Policy Effective Date; or;
- 4) The last day he would have been covered under the Prior Plan, had the Prior Plan not terminated.

ENROLLMENT

For Basic Life Insurance, the Participating Employer will automatically enroll the Employee for the Basic Life Insurance Amount.

LIFE INSURANCE BENEFITS

Below are descriptions of the life insurance benefits that are available to the Insured covered under this Certificate.

Death Benefit: The Death Benefit will be paid, in accordance with its terms, upon receipt of proof, satisfactory to Us, at Our Administrative Office that the Insured has died. The Death Benefit will be paid in a lump sum.

The amount of Death Benefit payable at the death of the Insured is:

- 1) The Life Insurance Benefit Amount for the Insured, as shown on the Schedule of Benefits; plus
- 2) Any premium paid for a period after the end of the Policy month in which the Insured dies; less
- 3) The amount of premium due to the end of the Policy month in which the Insured dies.

Interest on death proceeds will be payable as required under applicable state law.

Accelerated Death Benefit:

If the Insured is diagnosed as having a Terminal Illness, or Qualifying Condition a Written Request for payment of an Accelerated Death Benefit may be submitted, subject to the following conditions:

- 1) Satisfactory written proof from a Physician is provided stating that the Insured has been diagnosed as having a Terminal Illness or Qualifying Condition. We have the right to require a second or third medical opinion, at Our expense, to confirm such diagnosis. We may designate the Physician for the second medical opinion. In the case of conflicting opinions, eligibility for the accelerated death benefits shall be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Insured, and Us;
- 2) The amount requested for acceleration may be no more than the Maximum Accelerated Death Benefit and must be at least the Minimum Accelerated Death Benefit;
- 3) No portion of this Certificate has been assigned and there are no Irrevocable Beneficiaries, unless We receive the assignee's or Irrevocable Beneficiary's consent to exercise this option.
- 4) We reserve the right to deduct an administrative fee from the Accelerated Death Benefit payment. The administrative fee, if any, is shown on the Schedule of Benefits.

Interest will be charged on the amount of the Accelerated Death Benefit and any unpaid premium we advance after an Accelerated Death Benefit payment. The interest rate at the time the Accelerated Benefit payment is made will not exceed the yield on a 90-day treasury bill.

The Accelerated Death Benefit payment plus any accrued interest will be treated as a lien against the Face Amount. This will result in a reduced Death Benefit payable upon the Insured Person's death by the full amount of the lien. Premium payments will continue to be due.

Upon Your request to accelerate the Death Benefit and payment of the Accelerated Death Benefit, We will provide a statement to the Insured and any assignee of record or Irrevocable Beneficiary of record demonstrating the effect of the acceleration on the death benefit and premium of the Certificate. The statement will disclose the premium necessary to continue any remaining coverage following the acceleration, and will disclose all expense and interest charges associated with accelerating the death benefit. In addition, a disclosure shall be made to the Insured that receipt of an Accelerated Death Benefit may affect eligibility for Title XIX of the Social Security Act (Medicaid) or other government benefits or entitlements and may have income tax consequences.

You are free to choose not to apply for the Accelerated Death Benefit. You cannot be compelled to apply for the Accelerated Death Benefit before qualifying for Medicaid, and cannot be required by creditors to apply for the Accelerated Death Benefit. Payment of an Accelerated Death Benefit for one Insured Person will not reduce any other Insured Person's coverage.

Any Accelerated Death Benefit payment will be made to You. If an Insured Person dies after the Insured elects to receive any Accelerated Death Benefit payment but before any such payment is received, the

LIFE INSURANCE BENEFITS

election shall be cancelled and the Death Benefit paid pursuant to the terms of this Certificate.

Proof of Terminal Illness

Before payment of benefits under this provision may be made, satisfactory proof must be provided to Us that the Insured's life expectancy is 12 months or less from the date of application for this benefit. Proof of Terminal Illness must include certification from a Physician.

Proof of other Qualifying Conditions

Before payment of benefits under this provision may be made, satisfactory proof must be provided to Us that the Insured meets the qualifying conditions. Proof must be certified by a Physician and in the form that is satisfactory to Us.

Accelerated Death Benefits are provided for other Qualifying Conditions; those requiring extraordinary medical care or treatment such as:

- 1) coronary artery disease resulting in an acute infarction or requiring surgery;
- 2) permanent neurological deficit resulting from a cerebral vascular accident;
- 3) end stage renal failure;
- 4) acquired immune deficiency syndrome;
- 5) major organ transplant;
- 6) invasive cancer;
- 7) permanent paralysis; or
- 8) other medical conditions which are acceptable pursuant to New York law.

If the Insured's life insurance benefit is scheduled to reduce within 3 months from the date the Insured has applied for this benefit, then the Insured's Accelerated Death Benefit will be based upon that reduced amount. Once an Accelerated Benefit has been paid, no further increases of coverage are available.

Upon request of an Accelerated Death Benefit, we will provide the Insured with a statement demonstrating the effect of acceleration on the death benefit and the premium for this Certificate. Any acceleration shall not affect the coverage of the other Insured's covered under this Certificate.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

Below are descriptions of the AD&D benefits that are available to the Insured Person covered under this Certificate.

Accidental Death Benefit: We will pay the Accidental Death Benefit if:

- 1) The Insured Person dies as a direct result of an Injury; and
- 2) Death occurs within 365 days of the Accident which caused the Injury.

The Accidental Death Benefit Amount is shown in the Schedule of Benefits.

Accidental Dismemberment Benefit: We will pay the Accidental Dismemberment if:

- 1) The Insured Person sustains an irrevocable dismemberment loss due to Injury; and
- 2) Loss occurs within 365 days of the covered Accident which caused the Injury.

The Accidental Dismemberment Benefit Amount is shown in the Schedule of Benefits.

Burn Benefit:

If, due to Injury, an Insured Person sustains third degree (full thickness) burns, we will pay the amount shown in the Schedule of Benefits. The Burn Benefit Amount is shown in the Schedule of Benefits.

Child Education Benefit: We will pay the Child Education Benefit on behalf of a Dependent Child if:

- 1) The Employee dies; and
- 2) The Accidental Death Benefit is payable; and
- 3) The Dependent Child is enrolled as a full-time student in an accredited educational institution, or becomes enrolled within one year after the Employee's death; and
- 4) The Dependent Child provides proof of continuing eligibility for this benefit within 30 days of Our request for such information.

The Child Education Benefit is payable annually. Each annual payment will be the lesser of the following:

- 1) The Child Education Benefit amount; or
- 2) Actual incurred Child Education expenses.

The total of all Annual Child Education Benefits paid may not exceed the Maximum Child Education Benefit. Payments will not continue beyond the Maximum Benefit Period.

The Child Education Benefit Amount is shown in the Schedule of Benefits.

If at the time of death, You have no Dependent Children eligible for the Day Care Benefit, We will pay \$1,000 to Your Beneficiary.

Coma Benefit: We will pay the Coma Benefit if:

- 1) As a direct result of Injury, the Insured Person becomes Comatose within 365 days of an Accident; and
- 2) The Insured Person remains in a Coma for at least 31 days.

The Monthly Coma Benefit Amount will be payable for each month the Insured Person is in a Coma, up to the Maximum Benefit Period.

The Coma Benefit Amount is shown in the Schedule of Benefits.

Day Care Benefit: We will pay the Day Care Benefit if:

- 1) The Employee dies; and
- 2) The Accidental Death Benefit is payable; and
- 3) The Employee has a Dependent Child under age 13; and
- 4) The Dependent Child is enrolled with a legally licensed child care provider which is not a member of the Employee Immediate Family.

This benefit reimburses all or a portion of the cost of child care

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

The Day Care Benefit Amount is payable annually. Each annual payment will be the lesser of the following:

- 1) The Annual Day Care Benefit amount; or
- 2) Actual incurred child care expenses.

The total of all Annual Day Care Benefits paid may not exceed the Maximum Day Care Benefit. Payments will not continue beyond the Maximum Benefit Period.

The Day Care Benefit Amount is shown in the Schedule of Benefits.

Exposure and Disappearance Benefits: We will pay the Exposure and Disappearance Benefit if:

- 1) The Insured Person is exposed to the elements by reason of an Accident; and
- 2) Sustains a loss for which the Accidental Death or Accidental Dismemberment Benefit would otherwise have been payable within 365 days after the date of the Injury, such Loss will be deemed to be the result of the Injury.
- 3) If the Insured Person disappears as the result of an Accidental wrecking, sinking or disappearance of a conveyance in which he or she is riding, and his or her body is not found within 365 days after the date of disappearance, it will be presumed, subject to no evidence to the contrary and subject to all of the provisions of this Certificate, that the Insured Person is dead and has died as a result of an Accidental bodily Injury.

The Exposure and Disappearance Benefit Amount is shown in the Schedule of Benefits.

Repatriation Benefit: We will pay the Repatriation Benefit if:

- 1) The Employee dies; and
 - 2) The Accidental Death Benefit is payable; and
 - 3) Death occurred at least 100 miles away from the Insured Person's permanent place of residence.
- The amount of benefit payable is the lesser of all customary and reasonable expenses incurred for preparation of the body and its transportation to the place of burial or cremation; or
The Repatriation Benefit Amount shown in the Schedule of Benefits.

Seat Belt and Air Bag Benefit: We will pay the Seat Belt Benefit if:

- 1) The Insured Person dies as a result of an automobile Accident in a private passenger automobile; and
- 2) The Accidental Death Benefit is payable; and
- 3) The Insured Person was properly wearing a Seat Belt, as evidenced by a police accident report or similar evidence.

We will pay the Air Bag Benefit if

- 1) The Insured Person dies as a result of an automobile Accident in a private passenger automobile; and
- 2) The Accidental Death Benefit is payable; and
- 3) The private passenger car was equipped with an Airbag for the seat in which the Insured Person was seated; and
- 4) The Insured Person was properly wearing a Seat Belt, as evidenced by a police accident report or similar evidence.

The Seat Belt and Air Bag Benefit Amount(s) are shown in the Schedule of Benefits.

Spouse Training Benefit: We will pay the Spouse Training Benefit if:

- 1) The Employee dies due to an Injury; and
- 2) The Accidental Death Benefit is payable; and
- 3) The Spouse is enrolled in an accredited college, university, or vocational school at the time of the Employee's death; and

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

- 4) Within one year after the Employee's death, the Spouse enrolls in a professional or trade school training program for the purpose of obtaining an independent source of support and maintenance;
and
- 5) The Spouse incurs expenses payable directly to or approved and certified by such school.

The Spouse Training Benefit will not exceed the lesser of:

- 1) The Spouse Training Benefit Amount; or
- 2) Actual incurred educational expenses.

The Spouse Training Benefit Amount is shown in the Schedule of Benefits.

If at the time of death, You have no Spouse eligible for this benefit, We will pay \$1,000 to Your Beneficiary.

EXCLUSIONS

We will not pay any Accidental Death and Dismemberment Benefit for a loss:

- 1) related to mental or emotional disorders, alcoholism and drug addiction;
- 2) arising out of suicide, attempted suicide, or intentionally self-inflicted injury;
- 3) arising out of aviation, other than as a fare-paying passenger on a scheduled or chartered flight operated by a scheduled airline;
- 4) arising out of war or act of war (whether declared or undeclared), or service in the armed forces or auxiliary units thereto;
- 5) arising out of participation in a felony, riot or insurrection;
- 6) to which a contributing cause was the Insured Person's commission of or attempt to commit a felony or to which a contributing cause was the Insured Person's being engaged in an illegal occupation;
- 7) sustained or contracted in consequence of the Insured Person's being intoxicated or under the influence of any narcotic unless administered on the advice of a physician;

PREMIUM PAYMENTS

Premium Payments: Unless this Certificate is in force under a Portability or Continuation Provision, the Policyholder must pay premiums to Us at our home office on or before the due date, subject to the Grace Period provision.

The premium due will be the sum of the premiums applicable for all Insureds. The premium for additional, increased, reduced or terminated insurance will cause a pro-rata adjustment on the next Premium Due Date. The Premium Due Date is shown on the Schedule of Benefits.

We may use any reasonable method to compute premiums due under the Policy.

If the Employee is not responsible for the cost of premiums, the Policyholder may not require the Employee to contribute to the cost of insurance, except where necessary for the Policyholder to comply with applicable tax law. If the Employee is responsible for some or all of the cost of premiums, the maximum amount that an Employee shall be required to contribute to the cost of such insurance shall not exceed the premium charged for the amounts of such insurance.

Premium Change: We may change premium rates on any date on or after the fifth Policyholder anniversary. The Policyholder Anniversary Date is shown in the Schedule of Benefits. We will send the Policyholder written notice of any such change at least 45 days before the change becomes effective, though a change may take effect on an earlier date when both We and the Policyholder agree in writing. Rates will not change more than once in any 12 month period.

If this Certificate is in-force under a Portability or Continuation Provision, we will send notice to the Employee instead of the Policyholder.

Any new premium rates will apply only to premiums due on or after the rate change takes effect.

Grace Period: This Policy has a 31 day grace period. This means that any overdue premium may be paid within 31 days after the due date. Coverage under this Policy will continue in force during the grace period. If the Policyholder has given Us advance notice of an earlier cancellation date, the Policy will terminate on the earlier date. No such termination will take effect during any period for which the required premium has been paid to Us.

If the premium is not paid on the due date, We will give written notification to the Policyholder explaining that if the premium is not paid by the end of the grace period, the Policy will end on the day immediately following the last day of the grace period. If We fail to give such written notice, the insurance provided under the Policy will continue in effect until the date such notice is given. If this Certificate is in-force under a Portability or Continuation Provision, we will send notice to the Employee instead of the Policyholder.

Waiver of Premium: We will waive premiums due for this Certificate if:

- 1) The Employee is Totally Disabled; and
- 2) Total Disability begins before the Employee's 60th birthday; and
- 3) The Employee has been continuously Totally Disabled for at least 6 months, during which time premiums were paid as due. You must return any conversion policy issued during this 6 month period in order to exercise the Waiver of Premium option. We will refund premiums for any returned coverage. If Total Disability starts during a grace period, the premium due must be paid before any premiums will be waived; and
- 4) Proof of continuous Total Disability is provided to Us as described in the Claims section of this Certificate. However, time limits for providing proof will run from the date the Employee has satisfied the 6 month Total Disability period.

We have the right to require a second or third medical opinion, at Our expense, to confirm eligibility for Waiver of Premium. We may designate the Physician for the second medical opinion. In the case of conflicting opinions, eligibility for this benefit shall be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Employee and Us.

PREMIUM PAYMENTS

Once You have submitted Your application for Waiver of Premium Benefit and are waiting for a decision from Us Your Death Benefit will be payable. We will send notice advising whether the Employee is approved for Waiver of Premium and, if approved, the amount of the premium being waived. Premiums will be refunded from the date of Total Disability, but in no event will premiums be refunded more than one year prior to the date notice of claim is received at Our Administrative Office. Premiums must continue to be paid when due until the Employee's claim is approved. After the initial approval, We may periodically request additional proof of continuing Total Disability, but will not do so more frequently than once every six months. Once the Waiver of Premium benefit is in effect, We will not terminate coverage on the Insured Person even if the group policy terminates.

Premiums waived by Us will not be deducted from any Certificate proceeds.

If the Employee dies during the approved Waiver of Premium benefit period, Proof of Loss should be submitted to Us.

TERMINATION

Termination: When will my coverage end?

Your coverage will end on the earliest of the following:

- (1) the date The Policy terminates;
- (2) the last day of the month The Policy no longer insures Your class;
- (3) the last day of the month premium payment is due but not paid;
- (4) the last day of the month Your Employer terminates Your employment;
- (5) the last day of the month You cease to be a Full-time Active Employee in an eligible class for any reason; or unless continued in accordance with any of the Continuation Provisions;
- (6) Your death.

Termination of Accelerated Death Benefit: The Accelerated Death Benefit will terminate upon the earlier of the following:

- 1) The date the Insured's Life coverage ends under the Certificate;
- 2) The date the Policy ends.

Coverage will continue to be available while the Insured is approved under a Waiver of Premium Benefit. Termination shall not prejudice the payment of benefits for any qualifying event that occurred or was first diagnosed while the Certificate was in force.

Termination of Waiver of Premium Benefit: The Waiver of Premium Benefit shall end at the earliest of the following:

- 1) The Employee's death;
- 2) The date the Employee is no longer Totally Disabled;
- 3) The date the Employee refuses to provide proof of Total Disability or refuses to be examined by a Physician;
- 4) The Insured's 70th birthday.

CONTINUATION

Coverage that would otherwise terminate may be continued at the Policyholder's option or reinstated as described in this section.

The amount of coverage that may continue will be the same amount in effect on the day before coverage would otherwise terminate, including any Dependent coverage, unless otherwise noted below. Continued coverage is subject to any reductions in the group Policy and will terminate if the group Policy terminates. Premiums must be paid for coverage to continue.

All Continuation provisions may run concurrently.

Requests to continue coverage beyond the date it would normally terminate, should be discussed with the Policyholder before coverage terminates.

If, at the end of a Continuation period, the Employee resumes Active Work in an eligible class, coverage will continue under the group Policy. Otherwise, employment will be considered to end and coverage for all Insureds will terminate as described in the Termination section.

If, at the end of any Continuation period, the Insured is no longer eligible for coverage under the group Policy, he may purchase individual coverage as described in the Conversion provision.

If any Insured dies while coverage is continued as described in this section, the Death Benefit will be payable as described in the Death Benefit provision.

Continuation for Disability: If the Employee's coverage would terminate because of disability, he may be eligible for limited Continuation of coverage of not more than 12 consecutive months. Coverage continued will be limited to Life and Accidental Death and Dismemberment benefits that were in force for all Insured Persons on the day before disability began. The Employee will be responsible for payment of premiums on the same basis as premium was paid on the day before disability began.

Continuation following Layoff or Leave of Absence: If the Employee ceases Active Work because of Layoff or employer approved Leave of Absence, he may be eligible for limited continuation of Life and Accidental Death and Dismemberment benefits that were in force for all Insureds for not more than 3 months. To continue coverage, the Employee must notify Us in writing prior to the date the Leave of Absence begins or within 14 days of the Layoff. This provision is not applicable for any leave that qualifies for Family and Medical Leave Act continuation, as described in the Federal Family and Medical Leave Act (FMLA) provision below.

Continuation in the event of Labor Dispute: If the Employee ceases Active Work as the result of a labor dispute, Life and Accidental Death and Dismemberment benefits that were in force for all Insureds may be continued during such dispute until the last day of the month in which labor dispute began. If the labor dispute ends, this Continuation will cease immediately.

Continuation due to Sabbatical: If the Employee is on a documented paid Sabbatical, Life and Accidental Death and Dismemberment benefits that were in force for all Insureds may be continued for 6 months, unless a longer period is pre-approved in writing by Us. If the Sabbatical terminates prior to the agreed upon date, this Continuation will cease immediately.

Continuation due to Federal Family and Medical Leave Act (FMLA): Federal law requires that Eligible Employees be provided a continuation period in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA).

This is a general summary of the FMLA and how it affects the Policy. The employer will have details regarding continuation of coverage during a leave pursuant to the FMLA.

CONTINUATION

If the Employee's Employer is an Eligible Employer and if the FMLA applies to continue coverage, any FMLA continuation provisions applicable to coverage:

- 1) Are in addition to any other Continuation provisions of the Policy or this Certificate, if any; and
- 2) Will run concurrently with any other Continuation provisions of the Policy or this Certificate for sickness, injury, layoff, or approved leave of absence, if any.
- 3) If coverage qualifies for continuation under both the FMLA and any similar state law, the continuation period under the Policy or this Certificate will be counted concurrently toward satisfaction of the continuation period under both the applicable state and FMLA continuation periods. If at the end of the leave continuation period the Employee is no longer eligible for insurance under this Certificate, the Conversion Option provision describes the right to convert coverage to a permanent insurance policy.

Under the FMLA, Eligible Employers are required to allow 12 work weeks of unpaid leave during any 12-month period to Eligible Employees for one or more of the following reasons:

- 1) The birth of a child of an Eligible Employee and in order to care for the child;
- 2) The placement of a child with the Eligible Employee for adoption or foster care;
- 3) To care (physical or psychological care) for the Spouse, Child, or parent of the Eligible Employee, if they have a "serious health condition";
- 4) A "serious health condition" that makes the Eligible Employee unable to perform the functions of his or her job; or
- 5) Because of a "qualifying exigency" arising out of a Spouse, son, daughter or parent on active duty or having been notified of a call to active duty, as applicable to retired regular armed forces members, reserve members, National Guard members, and members in contingency operations, as defined under federal law.

Eligible Employers are required to allow up to a total of 26 work weeks of unpaid leave during any 12 month period to Eligible Employees to care for a "covered service member" with a "serious injury or illness".

An Eligible Employee's terminated coverage may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work requirements of the Policy.

Continuation due to UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 ((USERRA): A longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of USERRA.

Reinstatement of Insurance: Coverage may be reinstated without satisfying the Evidence of Insurability Requirement, if an Employee's insurance ends because he is on an unpaid leave of absence or a Layoff and he applies for Reinstatement within 31 days of his return to Active work.

After his coverage has ceased, it may be reinstated at any date prior to 12 months after the date of termination if the following conditions are met:

- 1) The Policy is still in force; and
- 2) The Employee is in an Eligible Class; and
- 3) A Written Request for reinstatement and a new enrollment form are sent to Us within 31 days from the date the Employee returns to Active work; and
- 4) The required premium is paid.

CONVERSION OPTION

Conversion Right: The certificateholder may convert all or part of his or her Face Amount to any individual permanent life insurance policy without submitting Evidence of Insurability if one of the following events occurs:

- (1) the certificateholder ceases to be in an eligible class or is in a class for which coverage under the Policy ends;
- (2) the certificateholder's employment ends;
- (3) the Policy ends;
- (4) the certificateholder's coverage under the Policy is reduced on or after the certificateholder's attainment of age 60 in any increment or series of increments totaling 20% or more from the amount of coverage in force prior to the date of the first reduction;
- (5) upon termination of any Waiver of Premium benefit;
- (6) the certificateholder's coverage under the Policy is reduced due to any amendment of the Policy;
- or
- (7) the certificateholder's coverage under the Policy is reduced due to changes from one eligible class to another or due to a Policy change.

The new policy will be any permanent plan of insurance customarily issued by Us at the time of conversion except term insurance. Any Accelerated Death Benefit, Waiver of Premium Benefit or their supplemental benefits will terminate upon conversion and will not be included in the conversion policy.

If Your insurance under the Policy terminates because of termination of employment due to Total Disability, You may alternatively elect to convert to any plan customarily issued by Us, including term insurance offered by Us at the time of conversion. Preliminary term insurance of one year is available at Your option.

Conversion Requirements: Conversion will be subject to the following conditions:

- (1) In the event the group policy is terminated, the amount converted cannot exceed the Face Amount that ends or the portion of the Face Amount reduced under this Certificate, less the amount of life insurance for which the Insured Person becomes eligible under any group policy within 45 days after the date the Insured Person's coverage ended or was reduced;
- (2) application for conversion must be requested within 31 days after the Insured Person's coverage is terminated or is reduced as described above, subject to any extension described below; and
- (3) all premiums must have been paid.

We or the Policyholder will provide You with notice of the right to convert at least 15 days prior to or after the date coverage terminates or reduces. Your right to convert will expire on the later of 16 days after You are given this notice or the end of the 31-day period described above. If notice of conversion privilege is given more than 15 days, but less than 90 days after the triggering of the conversion event, the right to apply for conversion is extended for 45 days after notice is given. If notice is not given within 90 days after the conversion event, the time allowed to convert is terminated at the end of 90 days. Notice mailed to Your last known address shall constitute notice of the right to convert. If You or Your Dependent, as applicable, do not elect to convert any reduced or terminated amount of coverage on this date, the right to convert such amounts is lost.

During the 31-day conversion period as well as any extended notice period, Your life insurance will continue under the terms of this Certificate. If notice of the right to convert has been provided and You die during the conversion period but application for conversion has not been made, We will pay the amount of life insurance payable under the group Policy. If You die during the conversion period and satisfactory application has been made for the conversion policy, the death benefit shall be payable under the individual conversion policy. We may deduct any premiums due for the conversion policy. If notice of the right to convert was not provided by Us, and You die within the 90 day period following the date of termination or reduction of coverage, We will pay the death benefit the Insured Person was eligible to convert.

We may require the Policyholder to pay premium for any group life coverage provided as noted above if the coverage extension is a direct result of the Policyholder's voluntary termination and the Policyholder

CONVERSION OPTION

replaces the group life insurance coverage within six months with Us or any other insurer. In no event will We be liable to pay a death benefit under both the Policy and the conversion policy. Likewise, if application and premium payment has been made for any portability coverage, any premiums paid for the portability coverage will be refunded. In no event will We be liable to pay a death benefit under both the Policy and any ported coverage.

Conversion Policy: Conversion will be processed upon Our receipt of Your application within the conversion period and payment of the new policy's first premium. Premiums for the new policy will be based on Our current rates then in use for the form and amount of insurance, the Insured Person's risk class under the group policy and the Insured Person's Attained Age. You may elect to pay premiums in any mode We customarily offer. The converted policy will be subject to the remainder of any time periods stated within the "Incontestability" and "Suicide" provisions.

The conversion policy will take effect on the day coverage is terminated under the group policy.

CLAIMS PROVISION

Notice of Claim: Written notice of claim must be submitted to Us at Our Administrative Office. The notice should include the name of the Insured Person and the Certificate Number shown on the Schedule of Benefits. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested. For Accidental Death and Dismemberment benefits, notice of claim must be submitted to Us by telephone or in writing within 20 days after a covered loss starts; if the Insured Person is unable to provide such notice within this time, it must be submitted to Us as soon as reasonably possible. Such notice may be provided electronically by sending it to Us at ebcustomerservice@equitable.com. The notice should include the name of the Insured Person and the Policy number.

Claim Forms: We will furnish the Insured Person or the Beneficiary with any required claim form(s) when we receive notice of claim. For Accidental Death and Dismemberment benefits, We will furnish the Insured Person with forms for submitting proof of loss within 15 days after We receive notice of claim. If We do not, the Insured Person can comply with the proof of loss requirement by writing to Us about the nature and extent of the loss within the time limit stated in the "Proof of Loss" provision. Instructions for completing and submitting the claim form(s) will be provided with the claim form(s).

Proof of Loss: Written proof of loss must be given to Us. In the case of a claim for the Death Benefit proof may consist of at least the certified death certificate or other lawful evidence providing equivalent information. For Accidental Death and Dismemberment benefits, written proof should be given to Us within 120 days or after the date of such loss. Failure to provide such proof within the time required will not invalidate or reduce a claim if it was not reasonably possible to give proof within such time. However, such proof must be given to Us as soon as reasonably possible.

Time of Payment of Claims: We will pay benefits under the Policy upon Our receipt of due written proof of loss and Our approval of the claim or proof of loss. The Accelerated death benefit will be paid immediately in a lump sum upon Our receipt of due written proof of loss and Our approval of the claim or proof of loss.

Time of Loss: Benefits will be paid only for a loss which occurs while this Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this Certificate.

Payment of Claims:

All benefits will be payable to the You or Your Beneficiary unless assigned by You or by operation of law. Any accrued benefits unpaid at Your death will be paid to Your estate. If a person dies before the Accelerated Death Benefit is paid, any payment will be cancelled and the death benefit will be paid. Interest shall accrue and be payable from the date of death. Interest shall accrue at the rate or rates applicable to the Policy for funds left on deposit or, if We have not established a rate for funds left on deposit, at the Two-Year Treasury Constant Maturity Rate as published by the Federal Reserve.

We will use the rate in effect on the date of death to determine the effective annual rate or rates. Additional interest, at a rate of 10% annually, will accrue beginning 31 calendar days from the latest of the following until the date the claim is paid:

- 1) The date that due proof of death is received by Us;
- 2) The date that We receive sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- 3) The date that legal impediments to payment of proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:
 - the establishment of guardianships and conservatorships;
 - the appointment and qualification of trustees, executors and administrators; and

CLAIMS PROVISION

- the submission of information required to satisfy applicable state and/or federal reporting requirements

All Accidental Death and Dismemberment benefits will be payable to You or Your Beneficiary unless assigned by You or by operation of law. Any accrued benefits unpaid at the time of Your death will be paid to Your estate.

Right to Recover: If payments for claims exceed the maximum amount payable under this Certificate, We will seek to recover the excess of such payments.

ERISA Appeal: If this Certificate provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, You or the Beneficiary (if You are deceased) must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

GENERAL PROVISIONS

Assignment: The Employee's rights under this Certificate may be assigned while the Employee is alive. To do so, the Employee must provide Us a written notice of assignment in a form acceptable to Us. The assignment must be signed by You, the assignee, and any Irrevocable Beneficiary. We are not responsible for the validity of any assignment. Unless You indicate otherwise, an assignment will become effective on the date the written notice is signed, subject to any actions we take or payments we make prior to receipt of the Assignment.

Autopsy: We may request an autopsy at Our expense where permitted by law.

Beneficiary: You decide who receives this benefit if You die. The beneficiary designation should be maintained by the Employer, or a person or entity designated by the Employer for maintaining such records. The Insured may name a beneficiary during the initial enrollment. You may designate a beneficiary by doing so in writing on a form satisfactory to Us. If You have a Domestic Partner or have entered into a Civil Union, You will need to designate them as a beneficiary in writing.

You may change the beneficiary at any time by providing written notice unless this insurance is assigned.

Beneficiary designations will become effective as of the date You sign and date the form, even if You have since died. If an irrevocable beneficiary is designated, the beneficiary cannot be changed without their consent.

We will not be liable for any amounts paid before receiving notice of a beneficiary change. In no event may a beneficiary be changed by a Power of Attorney.

If the Beneficiary dies within 48 hours of the Insured, such Beneficiary will be deemed to have predeceased the Insured. The Death Benefit will be distributed as if the Beneficiary did not survive the Insured.

If You named more than one person as a primary beneficiary in writing to Us, and neglect to specify what shares each such primary beneficiary is entitled to receive, We will divide the benefits equally among all such named primary beneficiaries who survive You. If someone You named as a primary beneficiary dies before You, that person's share will be divided equally by the primary beneficiaries still alive; unless You have specified otherwise in writing to Us.

If You have named a contingent beneficiary or contingent beneficiaries, We will pay the contingent beneficiary or contingent beneficiaries, if no primary beneficiary survives You. If there is more than one contingent beneficiary who is eligible for benefits, We will divide the benefits equally among all such named contingent beneficiaries who survive You; unless You have specified otherwise.

If there is no primary or contingent beneficiary or beneficiaries' eligible for benefits when You die,

We will pay this benefit as follows:

- To Your Spouse;
- If Your Spouse does not survive You, then to Your children who survive You in equal shares;
- If no Spouse or children survive You, then to Your parents who survive You in equal shares;
- If no Spouse, children, or parents survive You, then to Your brothers and sisters in equal shares;
- If none of the above parties survive You, then to Your executors or administrators of Your estate.

Contract Changes: The terms and provisions of the Policy and certificates may be changed, at any time, without the consent of Insured Persons or anyone else with a beneficial interest in it. We may issue riders, endorsements or amendments to effect changes and these forms are subject to approval by the appropriate state insurance regulator. No change to this Policy will be valid until approved by one of Our executive officers and unless such approval is endorsed hereon or attached hereto. No agent/producer or other representative has authority to change this Policy or waive any of its provisions. No rider, endorsement or amendment will affect the insurance provided under certificates until the effective date of

GENERAL PROVISIONS

change, unless retroactivity is required by state or federal law. Any rider, endorsement or amendment affecting Insured Persons will be provided to the Insured for attachment to the certificate.

Change of Beneficiary: You may change a Beneficiary at any time by sending Us a Written Request. A Beneficiary designated as irrevocable cannot be changed without his or her consent. Unless You specify otherwise, a change of Beneficiary will be effective as of the date the Written Request was signed, subject to any actions We have taken or payments We have made prior to receipt of the Written Request.

Conformity with State Law: Any provision of this certificate that is in conflict with the applicable statutes of the state whose law governs this certificate or with any applicable federal statute is amended to conform to the minimum requirements of such statutes. Any amendment that affects Your or Your Beneficiary's rights or benefits must be signed by the Policyholder and Us, and You will be provided an amendment to this Certificate.

Entire Contract: Insurance for the Insured is provided under the Policy. The entire contract with the Policyholder includes the Policy, the Participating Employer's application, the Certificates, enrollment forms, and any riders or endorsements to the Policy or Certificates make up the entire contract.

Incontestability: Any statement made by an Insured Person will be deemed a representation and not a warranty. No statements related to insurability will be used to contest coverage with respect to which such statement was made unless it has been signed by the Insured Person and a copy of the statement has been given to the Insured Person or to Your Beneficiary. No such statement will be used to contest this Certificate after it has been in force for two years during the life of the Insured Person, beginning from its Effective Date, or date of reinstatement if applicable. The Policy is incontestable for two years from issue except for nonpayment of premium by the Policyholder. Any statement used to contest coverage must be material to the risk accepted or the hazard assumed by Us.

Legal Action: Unless otherwise specified by the laws of the state in which the Policy was issued:

- 1) No legal action shall be brought to recover under the Policy within 60 days after written proof of loss has been given in accordance with the requirements of the Policy.

Misstatement of Age: If the age of the Insured has been misstated in the application or any application amendment, the correct age shall be used to determine if insurance is in effect and, as appropriate, adjust the premiums or benefits.

Physical Examination: At Our expense, We reserve the right to have the Insured examined while a claim is pending unless it is forbidden by law.

Rights of the Certificateholder: Your rights under the Policy along with the rights of the Policyholder or beneficiary shall not be affected by any provision other than one contained in the Policy, Certificates, riders, amendments signed by Us and the Policyholder, or the application attached to the Policy or Certificate.

**GROUP TERM LIFE
INSURANCE CERTIFICATE**

**Equitable Financial Life Insurance Company
HOME OFFICE: 1345 Avenue of the Americas New York,
NY 10105
(866) 274-9887**

**Group Term Life Policy with Accelerated Death Benefit
and Accidental Death and Dismemberment Benefits.
Optionally Renewable. Premiums may change on
renewal. Nonparticipating.**

**GROUP TERM LIFE INSURANCE
CERTIFICATE**

**Equitable Financial Life Insurance Company
HOME OFFICE: 1345 Avenue of the Americas, New York, NY 10105
(866) 274-9887**

This Certificate is a part of the Policy, which is a legal contract between the Policyholder and Us. We issue this Certificate based on the Employee's applications and payment of premium when due. We certify that We will pay the benefits described in this Certificate subject to all terms, conditions and limitations outlined in this Certificate. The Policy provides term life insurance to Eligible Employees. We will provide You a copy of the Policy upon receipt of Your written request. The Policy provisions may be revised or coverage may end without the consent of any Insured Person. This Certificate replaces any certificate previously issued to You by the *Company* under the group policy.

Any Insured Person's rights under the Policy shall not be less than those provided by the Certificate. The Policy permits the group Policyholder to change, reduce, restrict or terminate the Certificateholder's rights or benefits under the Policy without the Certificateholder's consent. Such change, reduction, restriction or termination may occur at a time when the Certificateholder's health status has changed and may affect his or her ability to procure individual coverage.

Read Your Certificate Carefully. Insurance Benefits may be subject to certain requirements, reductions, limitations and exclusions.

**CERTAIN WAR RISKS ARE NOT ASSUMED. IN CASE OF ANY DOUBT,
WRITE YOUR COMPANY FOR FURTHER EXPLANATION.**

This Certificate includes an Accelerated Death Benefit. The Death Benefit will be reduced if an accelerated death benefit is paid. Accelerated death benefits may be taxable. You should consult a tax advisor about the tax status of any accelerated death benefit payment.

Group Term Life Insurance with Accelerated Death Benefit and Accidental Death and Dismemberment Benefits. Optionally Renewable each Year. Coverage is Contributory. Premiums may change on renewal. Nonparticipating.



Mark Pearson, Chairman of the Board and Chief Executive Officer



Jose Ramon Gonzalez,
Senior Executive Director, Secretary and General Counsel

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase is a defined term in the certificate or refers to a specific provision herein.

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FRAUD WARNINGS

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Arkansas, Louisiana, New Mexico, Rhode Island, and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Maine, Tennessee, Virginia and Washington: **WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.**

Florida: Any person who knowingly and with an intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects

FRAUD WARNINGS

such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

All Other States: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

THIS IS ACCIDENT-ONLY INSURANCE. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

**ADMINISTRATIVE OFFICE:
FOR INFORMATION OR TO MAKE A COMPLAINT, PLEASE CALL OR WRITE:**

Equitable Financial Life Insurance Company

**1345 Avenue of the Americas, New York, NY 10105
(866) 274-9887**

WE WILL NOTIFY YOU OF ANY CHANGE IN OUR ADDRESS

SCHEDULE OF BENEFITS

POLICYHOLDER: Trustees of the Business Council of New York State, Inc. Insurance Fund **POLICY NUMBER:** 002035

PARTICIPATING EMPLOYER: Hamilton College **GROUP NUMBER:** 002767

PARTICIPATING EMPLOYER ADDRESS: 198 College Hill Road Clinton, NY 13323 **POLICY ANNIVERSARY DATE:** January 1 of each year, beginning in 2019

STATE OF POLICY ISSUE: New York **DEPARTMENT OF INSURANCE PHONE NUMBER:** (800) 342-3736

CERTIFICATE EFFECTIVE DATE: January 01, 2024

ELIGIBLE CLASS(ES): Class 1: All Active Full Time and Part Time Employees working at least 17.50 hours per week.

ELIGIBILITY WAITING PERIOD: If You are working for Your Employer on the effective date - the waiting period is 0 continuous day(s).
If You are working for Your Employer after the effective date - the waiting period is 0 continuous day(s).

The Schedule of Benefits indicates the benefits available under the Policy. Insured Person will only be covered for benefits that they are eligible for, have been elected, and which are in effect.

LIFE INSURANCE BENEFIT

EMPLOYEE	SUPPLEMENTAL LIFE	
	Life Insurance Benefit Amount	1.5 times or 3 times Basic Annual Earnings, rounded to the next higher \$1,000, if not already a multiple thereof, to a Maximum of \$500,000
	Guaranteed Issue Amount	\$500,000

MINIMUM CONVERSION AMOUNT: \$10,000

ADDITIONAL BENEFITS

ACCELERATED DEATH BENEFIT
Minimum Accelerated Death Benefit: \$10,000
Maximum Accelerated Death Benefit: lesser of \$500,000 or 75% of the Face Amount
Administrative Fee: \$0

SCHEDULE OF BENEFITS

WAIVER OF PREMIUM

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

EMPLOYEE	SUPPLEMENTAL AD&D AD&D Principal Sum	100% of Life Insurance Benefit
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Percentages below are based on the AD&D Principal Sum unless otherwise noted.

ACCIDENTAL DEATH	EMPLOYEE 100%
ACCIDENTAL DISMEMBERMENT:	
• Loss of Both Hands or Both Feet	100%
• Loss of One Hand or One Foot	50%
• Loss of Sight in Both Eyes	100%
• Loss of Sight in One Eye	50%
• Loss of Speech and Loss of Hearing in Both Ears	100%
• Loss of Speech or Loss of Hearing in Both Ears	50%
• Quadriplegia	100%
• Hemiplegia	50%
• Paraplegia	50%
• Uniplegia	25%
• Loss of Use of One Limb	25%
• Loss of Thumb and Index Finger on One Hand	25%
ADDITIONAL BENEFITS	AMOUNT OF BENEFIT
CHILD EDUCATION:	
• Benefit Amount	lesser of incurred educational expenses or \$2,500 annually
• Maximum Benefit Period	1 year(s)
• Maximum Benefit Payable	\$2,500
COMA:	
• Benefit Amount	\$1,000 per month
• Maximum Benefit Period	12 Months
DAY CARE:	
• Benefit Amount	\$2,000
• Maximum Benefit Period	4 years
• Maximum Benefit Payable	\$8,000
EXPOSURE/DISAPPEARANCE:	Included
REPATRIATION:	lesser of customary and reasonable expenses or \$5,000
SEATBELT:	\$10,000
AIRBAG:	\$5,000

SCHEDULE OF BENEFITS

SPOUSE TRAINING:

- | | |
|---------------------------|---|
| • Benefit Amount | lesser of incurred educational expenses or \$1,000 annually |
| • Maximum Benefit Period | 1 year(s) |
| • Maximum Benefit Payable | \$1,000 |

BENEFIT REDUCTION SCHEDULE

Upon the Employee's attainment of the ages shown below, the Employee's Life Insurance Scheduled Benefit Amount(s) and Accidental Death & Dismemberment Scheduled Benefit Amount(s) will automatically reduce to the percentage shown below:

Age 70 but less than age 75	65%
Age 75 and over	40%

These reductions will also apply to any insurance that is continued in accordance with the Continuation provision in this Policy.

Any reduction pursuant to this provision will take place on the first of the month following the Insured's birthday.

DEFINITIONS

Accident(al) means a sudden, unforeseeable external event that causes bodily Injury to the Insured while insurance is in force under this Policy.

Actively at Work or Active Work means that the Employee is performing all of the usual and customary duties of his or her job on a full-time basis. This may be done at the Participating Employer's place of business an alternate place approved by the Participating Employer, or a place to which the Participating Employer's business requires the Employee to travel. An Employee will be deemed to be Actively At Work on weekends or Participating Employer approved vacations, holidays or business closures if the Employee was Actively at Work on the last scheduled work day preceding such time off.

Activities of Daily Living (ADL) means the following activities:

- Bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- Dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial Limbs;
- Toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- Transferring - the ability to move in and out of bed, chair, or wheelchair with or without the assistance of equipment;
- Mobility - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- Eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment; and
- Continence - the ability to voluntarily maintain control of bowel and/or bladder function or, in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

Age means the age of the Insured on his or her most recent birthday, regardless of the actual time of birth.

Air Bag means an automobile safety device consisting of a bag designed to inflate automatically, especially in front of an occupant in case of collision.

Basic Annual Earnings means Your regular annual rate of pay from Your Employer in effect on the date immediately prior to the date the covered loss occurs. Basic Annual Earnings includes Commissions, Bonuses, and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account and does not include tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Commissions means the monthly average of monetary commissions You received from Your Employer over:

- 1) the 12 month period ending immediately prior to the date the covered loss occurs; or
- 2) the total period of time You worked for Your Employer, if less than the above period.

Bonuses means the monthly average of monetary bonuses You received from Your Employer over:

- 1) the 12 month period ending immediately prior to the date the covered loss occurs; or
- 2) the total period of time You worked for Your Employer, if less than the above period.

Beneficiary means the person the Employee has designated to receive the Death Benefit in the event of death.

Certificate Date means the date on which the Employee first becomes insured for the benefits of the Certificate. It is shown on the Schedule of Benefits.

DEFINITIONS

Change in Family Status means the occurrence of any of the following:

- (1) The Employee's marriage, domestic partnership or civil union
- (2) The Employee's birth or adoption of a Child, or legal guardianship of a Child
- (3) The death of or divorce from a Spouse or domestic partner
- (4) The death or emancipation of a Child
- (5) A Change in classification from part-time to full-time or from full-time to part-time
- (6) The Spouse is no longer employed, resulting in a loss of group insurance. The Insured may increase his Life insurance due to any of the event(s) above for amounts in excess of the Guaranteed Issue amount, however, Evidence of Insurability may be required.

Civil Union means a state sanctioned and/or recognized union of two eligible individuals of the same sex or opposite sex. Parties to a Civil Union will receive the same benefits and protections under this Certificate and be subject to the same responsibilities as spouses in a marriage, except where prohibited by law.

Cognitive Impairment means a deterioration or loss in intellectual capacity, resulting from Injury, Sickness, Alzheimer's disease or similar forms of irreversible dementia, requiring another person's active help or verbal guidance for the Insured's own protection and the protection of others, and which is diagnosed while the Insured is covered under this Policy. The condition must be certified by a Physician.

Comatose or Coma means a state of deep and total unconsciousness from which the Insured Person cannot be aroused. Coma must be due to Injury and does not include coma due to Sickness or a medically or drug induced coma.

Death Benefit means the amount of money We will pay when We receive proof of loss at our Administrative Office that the Insured died while the Certificate was in force.

Dependent Adult means the Insured's parent, parent-in-law, grandparent, grandparent-in-law, great-grandparent or great-grandparent-in-law (whether natural, step or adoptive) or other adult if that person is primarily dependent on the Insured for support and maintenance.

Domestic Partner means an individual who is age 18 or older who is the same sex or opposite sex as the Employee and has established a domestic partnership with the Employee by filing an affidavit of domestic partnership and obtaining a Certificate of domestic partnership from his or her local registrar.

Employee means for eligibility purposes, an Employee of the Employer in one of the "Classes of Eligible Employees."

Evidence of Insurability means a statement of proof of a person's medical history upon which acceptance for insurance will be determined by Us.

Face Amount means the total amount of life insurance available for the Insured. These amounts are shown in the Life Insurance Benefits section of the Schedule of Benefits.

Guaranteed Issue Amount means the amount of insurance that will be issued to an Employee without Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Benefits. For amounts in excess of the Guaranteed Issue Amount, Evidence of Insurability satisfactory to Us must be provided.

Hemiplegia means the Paralysis of both the upper and lower limb on the same side of the body.

Immediate Family means any Insured's Spouse; brothers or sisters (including stepbrothers and stepsisters); Children; parents (including stepparents); grandchildren (including step-grandchildren);

DEFINITIONS

grandparents (including step-grandparents); father- or mother-in-law; brothers- or sisters-in-law; and their spouses.

Injury means a bodily injury sustained by the Insured as a direct result of an Accident, independent of Sickness, disease or bodily or mental illness or infirmity or any other cause, and which occurs while this Certificate is in force.

Insured Person means the Employee and the Employee's Dependents insured for the benefits of the Certificate or any attached rider.

Irrevocable Beneficiary means a Beneficiary who cannot be changed without his or her consent.

Lapse means the termination of this Certificate for the nonpayment of premium or insufficient payment of the premium due.

Late Applicant means any Employee who has applied more than 31 days after the date eligible for coverage.

Layoff means a temporary cessation of Active Work, initiated by the Employer, without termination of employment, not expected to last more than 3 months, and which has not in fact lasted more than 3 months.

Live Birth means the birth of a child who shows postnatal evidence of life.

Loss of a Limb means that the arm is permanently severed at or above the elbow or the leg is permanently severed at or above the knee.

Loss of Arm means the arm is permanently severed at or above the elbow.

Loss of a Leg means the leg is permanently severed at or above the knee.

Loss of a Foot means that all of the foot is cut off at or above the ankle joint.

Loss of Hand means that all four fingers are cut off at or above the knuckles joining each to the hand.

Loss of Hearing means the total and irrecoverable loss of hearing in one ear or both ear(s) that continues for at least 365 days following the date of the Accident.

Loss of Sight means permanent and uncorrectable loss of sight in the eyes that continues for at least 365 days following the date of the Accident. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of Speech means the total and irrecoverable loss of speech that continues for at least 365 days following the date of the Accident.

Loss of Thumb and Index Finger Loss of a finger means the finger is permanently severed through or above the third joint from the tip of the finger. Loss of thumb means permanent severance of the thumb through or above the second joint from the tip of the thumb.

Loss of a Toe means permanent severance of the toe through or above the second joint from the tip of the toe.

DEFINITIONS

Material and Substantial Duties means duties that:

- normally are required for the performance of Any Occupation; and
- cannot be reasonably omitted or modified.

Participating Employer means any employer who has applied to the Policyholder for coverage provided under this Policy and is a member in good standing with the Business Council of New York State Inc., Insurance Fund.

Paralysis means the total and permanent impairment of voluntary movement and sensory function of a Limb without severance. A Physician must determine the Paralysis to be permanent, complete and irreversible.

Paraplegia means the paralysis of both legs.

Permanently Totally Disabled/Permanent Total Disability means that the Insured Person is permanently unable to perform the material and substantial duties of Any Occupation for which he or she is qualified by reason of education, training or experience.

Physician means a person properly licensed or certified as a practitioner of the healing arts and who is performing services within the scope of such license. A Physician does not include an Insured Person or a member of the Insured Person's Immediate Family.

Policy means the document that is issued to the Policyholder and all forms incorporated in the Policy, including the master application, all Certificates of coverage and enrollment forms.

Policyholder is the Trustees of the Business Council of New York State, Inc. Insurance Fund.

Prior Plan means the plan of group life and accidental death and dismemberment insurance providing similar benefits sponsored by the Employer in effect on the day before the Policy Effective Date.

Quadriplegia means the Paralysis of all four Limbs.

Scheduled Benefit means the applicable Benefit Amount shown in the Schedule of Benefits that would otherwise be payable in the absence of any benefit reduction.

Seat Belt means a properly installed lap and shoulder restraint, or other restraint, other than an Air Bag, approved by the National Highway Traffic Safety Administration.

Sickness With respect to the Waiver of Premium benefit, Sickness means a sickness or disease which causes a disability which starts while the insurance is in force.

Spouse means the person to whom the Insured Person is legally married. For the purposes of this definition the term Spouse may also include domestic partner or a civil union contract.

Terminal Illness means a medical condition, which is diagnosed while the Insured is covered under this Policy, and that is expected to cause death in 12 months or less.

Totally Disabled and Total Disability means a disability due to a Sickness or Injury which prevents the Insured from performing the material duties of Any Occupation.

Uniplegia means the paralysis of one limb.

DEFINITIONS

Supplemental Insurance means insurance for which the Insured Person pays premiums.

We, Our and **Us** mean Equitable Financial Life Insurance Company.

Written Request means a request in writing, satisfactory to Us, received by Us at our Administrative Office by You or the Policyholder. Telephone, Internet or other electronic media may be used for certain transactions that require a Written Request. We will accept such requests only after the appropriate policies, procedures and security measures have been established.

You and **Your** means the Employee as specified on the Schedule of Benefits.

ELIGIBILITY

Employee Eligibility: An Employee must be in the class or classes shown in the Schedule of Benefits to be eligible for coverage. An Employee becomes eligible for coverage on the latest of the following:

- 1) The Policy Effective Date
- 2) The date he becomes a member of an Eligible Class
- 3) The date he completes the Eligibility Waiting Period shown in the Schedule of Benefits.

Employee Effective Date of Insurance: The Employee's insurance becomes effective on the Certificate Date shown on the Schedule of Benefits, if:

- 1) The required premium is paid or, if the Employee is responsible for premiums, he has authorized premium payment; and
- 2) We have approved any Evidence of Insurability required to become insured under any plan; and
- 3) He is Actively at Work on that date.

If the Employee is not Actively at Work on the date insurance would otherwise take effect, insurance will be effective on the day he resumes Active Work. The Actively at Work requirement is waived for individuals who were covered under the prior plan as of the prior plan termination date.

Evidence of Insurability

Evidence of Insurability is required if the Employee:

- 1) Is a Late Applicant, which means that insurance was requested more than 31 days after the date the Employee is eligible;
- 2) Voluntarily canceled insurance and is reapplying;
- 3) Applies after any coverage ended because required premium contributions were not paid; or
- 4) Has not met a previous Evidence of Insurability requirement to become insured under any plan the Policyholder has with Us.

When Evidence of Insurability is required, coverage will become effective on the date We approve Evidence of Insurability.

Effective Date of Change to Coverage

Any change in the amount of the Employee's insurance due to a change in Annual Earnings (either increase or decrease) will automatically take effect on the date of such change.

Increases in amounts of insurance due to an increase in Earnings are subject to the following:

- 1) The Employer provides Us with the required notice of an increase in Annual Earnings; and
- 2) The increase in Annual Earnings is no more than \$25,000; and
- 3) The Employee is Actively at Work on the effective date of the increase.

Increases in Annual Earnings above \$25,000 may be subject to Evidence of Insurability.

For other changes in the amount of insurance, any increase or additional coverage will take effect on the date We approve Evidence of Insurability, if Evidence of Insurability is required. The Employee must be Actively at Work or on a covered layoff or leave of absence.

If the Employee is not Actively at Work due to injury or sickness, any increased or additional coverage will begin on the later of the date We approve Evidence of Insurability, if Evidence of Insurability is required and the date the Employee returns to Active Work.

Continuation Under a Prior Plan:

If the Employee was insured under a Prior Plan on the day before the Policy Effective Date and would be eligible for coverage on the Policy Effective Date, except that he is not able to meet the requirements of being Actively at Work, then the coverage amount shown in the Schedule of Benefits will not apply.

ELIGIBILITY

Instead, the Employee will be considered insured, and Our coverage amount will be the lesser of:

- 1) The amount of Life Insurance and Accidental Death and Dismemberment Insurance under the Prior Plan; or
- 2) The amount of Life Insurance and Accidental Death and Dismemberment Insurance shown in the Schedule of Benefits, reduced by any coverage amount in force or otherwise payable due to any disability benefit extension under the Prior Plan.

The Employee will remain insured up to the coverage amount determined by this provision until the first of the following to occur:

- 1) The date he returns to Active Work;
- 2) The date his insurance terminates for a reason stated under the Termination provision;
- 3) The last day of a period of 12 consecutive months which begins on the Policy Effective Date; or;
- 4) The last day he would have been covered under the Prior Plan, had the Prior Plan not terminated.

ENROLLMENT

For Supplemental Life Insurance, the Employee must complete and sign an enrollment form which is satisfactory to Us, for his insurance. The Participating Employer will provide instructions.

Evidence of Insurability

Evidence of Insurability is required if the Employee :

- 1) Is a Late Applicant, which means that insurance was requested more than 31 days after the date the Employee is eligible;
- 2) Elects an increase in coverage, except as provided for in the Limited Annual Open Enrollment period as defined below;
- 3) Voluntarily canceled insurance and is reapplying;
- 4) Applies after any coverage ended because required premium contributions were not paid; or
- 5) Has not met a previous Evidence of Insurability requirement to become insured under any plan the Participating Employer has with Us.

When Evidence of Insurability is required, coverage will become effective on the date We approve Evidence of Insurability.

The Employee may enroll without Evidence of Insurability only:

- 1) Within 31 days of the date of a Change in Family Status; or
- 2) During the Limited Annual Open Enrollment period as defined below

Limited Annual Open Enrollment: During the Limited Annual Open Enrollment period, the Employee may increase or add coverage up to 1 level(s) without Evidence of Insurability. Any amount above 1 level(s) will require Evidence of Insurability.

If the Employee has had an Evidence of Insurability application which was previously declined, he is excluded from this open enrollment period. If the Employee has exercised payment of an Accelerated Death Benefit under this Certificate, he is excluded from this open enrollment period.

LIFE INSURANCE BENEFITS

Below are descriptions of the life insurance benefits that are available to the Insured covered under this Certificate.

Death Benefit: The Death Benefit will be paid, in accordance with its terms, upon receipt of proof, satisfactory to Us, at Our Administrative Office that the Insured has died. The Death Benefit will be paid in a lump sum.

The amount of Death Benefit payable at the death of the Insured is:

- 1) The Life Insurance Benefit Amount for the Insured, as shown on the Schedule of Benefits; plus
- 2) Any premium paid for a period after the end of the Policy month in which the Insured dies; less
- 3) The amount of premium due to the end of the Policy month in which the Insured dies.

Interest on death proceeds will be payable as required under applicable state law.

Accelerated Death Benefit:

If the Insured is diagnosed as having a Terminal Illness, or Qualifying Condition a Written Request for payment of an Accelerated Death Benefit may be submitted, subject to the following conditions:

- 1) Satisfactory written proof from a Physician is provided stating that the Insured has been diagnosed as having a Terminal Illness or Qualifying Condition. We have the right to require a second or third medical opinion, at Our expense, to confirm such diagnosis. We may designate the Physician for the second medical opinion. In the case of conflicting opinions, eligibility for the accelerated death benefits shall be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Insured, and Us;
- 2) The amount requested for acceleration may be no more than the Maximum Accelerated Death Benefit and must be at least the Minimum Accelerated Death Benefit;
- 3) No portion of this Certificate has been assigned and there are no Irrevocable Beneficiaries, unless We receive the assignee's or Irrevocable Beneficiary's consent to exercise this option.
- 4) We reserve the right to deduct an administrative fee from the Accelerated Death Benefit payment. The administrative fee, if any, is shown on the Schedule of Benefits.

Interest will be charged on the amount of the Accelerated Death Benefit and any unpaid premium we advance after an Accelerated Death Benefit payment. The interest rate at the time the Accelerated Benefit payment is made will not exceed the yield on a 90-day treasury bill.

The Accelerated Death Benefit payment plus any accrued interest will be treated as a lien against the Face Amount. This will result in a reduced Death Benefit payable upon the Insured Person's death by the full amount of the lien. Premium payments will continue to be due.

Upon Your request to accelerate the Death Benefit and payment of the Accelerated Death Benefit, We will provide a statement to the Insured and any assignee of record or Irrevocable Beneficiary of record demonstrating the effect of the acceleration on the death benefit and premium of the Certificate. The statement will disclose the premium necessary to continue any remaining coverage following the acceleration, and will disclose all expense and interest charges associated with accelerating the death benefit. In addition, a disclosure shall be made to the Insured that receipt of an Accelerated Death Benefit may affect eligibility for Title XIX of the Social Security Act (Medicaid) or other government benefits or entitlements and may have income tax consequences.

You are free to choose not to apply for the Accelerated Death Benefit. You cannot be compelled to apply for the Accelerated Death Benefit before qualifying for Medicaid, and cannot be required by creditors to apply for the Accelerated Death Benefit. Payment of an Accelerated Death Benefit for one Insured Person will not reduce any other Insured Person's coverage.

Any Accelerated Death Benefit payment will be made to You. If an Insured Person dies after the Insured elects to receive any Accelerated Death Benefit payment but before any such payment is received, the

LIFE INSURANCE BENEFITS

election shall be cancelled and the Death Benefit paid pursuant to the terms of this Certificate.

Proof of Terminal Illness

Before payment of benefits under this provision may be made, satisfactory proof must be provided to Us that the Insured's life expectancy is 12 months or less from the date of application for this benefit. Proof of Terminal Illness must include certification from a Physician.

Proof of other Qualifying Conditions

Before payment of benefits under this provision may be made, satisfactory proof must be provided to Us that the Insured meets the qualifying conditions. Proof must be certified by a Physician and in the form that is satisfactory to Us.

Accelerated Death Benefits are provided for other Qualifying Conditions; those requiring extraordinary medical care or treatment such as:

- 1) coronary artery disease resulting in an acute infarction or requiring surgery;
- 2) permanent neurological deficit resulting from a cerebral vascular accident;
- 3) end stage renal failure;
- 4) acquired immune deficiency syndrome;
- 5) major organ transplant;
- 6) invasive cancer;
- 7) permanent paralysis; or
- 8) other medical conditions which are acceptable pursuant to New York law.

If the Insured's life insurance benefit is scheduled to reduce within 3 months from the date the Insured has applied for this benefit, then the Insured's Accelerated Death Benefit will be based upon that reduced amount. Once an Accelerated Benefit has been paid, no further increases of coverage are available.

Upon request of an Accelerated Death Benefit, we will provide the Insured with a statement demonstrating the effect of acceleration on the death benefit and the premium for this Certificate. Any acceleration shall not affect the coverage of the other Insured's covered under this Certificate.

Life Exclusions

(For Supplemental coverage)

If the Insured dies by suicide within two years from the Certificate Effective Date, we will only pay the amount of premiums paid to Us, except as provided below. Any premium will be refunded to the Policyholder, Employee, or Employee's designated Beneficiary on file with Us to the extent allowed by law, depending upon who contributed the premium. If the Insured dies by suicide within two years from the date of any increase for benefits took effect, We will pay to the Beneficiary the amount of insurance that was in effect prior to the increase and any premium paid for the increase will be returned.

We will not pay any loss arising out of war or act of war (whether declared or undeclared), or service in the armed forces or auxiliary units thereto.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

Below are descriptions of the AD&D benefits that are available to the Insured Person covered under this Certificate.

Accidental Death Benefit: We will pay the Accidental Death Benefit if:

- 1) The Insured Person dies as a direct result of an Injury; and
- 2) Death occurs within 365 days of the Accident which caused the Injury.

The Accidental Death Benefit Amount is shown in the Schedule of Benefits.

Accidental Dismemberment Benefit: We will pay the Accidental Dismemberment if:

- 1) The Insured Person sustains an irrevocable dismemberment loss due to Injury; and
- 2) Loss occurs within 365 days of the covered Accident which caused the Injury.

The Accidental Dismemberment Benefit Amount is shown in the Schedule of Benefits.

Child Education Benefit: We will pay the Child Education Benefit on behalf of a Dependent Child if:

- 1) The Employee dies; and
- 2) The Accidental Death Benefit is payable; and
- 3) The Dependent Child is enrolled as a full-time student in an accredited educational institution, or becomes enrolled within one year after the Employee's death; and
- 4) The Dependent Child provides proof of continuing eligibility for this benefit within 30 days of Our request for such information.

The Child Education Benefit is payable annually. Each annual payment will be the lesser of the following:

- 1) The Child Education Benefit amount; or
- 2) Actual incurred Child Education expenses.

The total of all Annual Child Education Benefits paid may not exceed the Maximum Child Education Benefit. Payments will not continue beyond the Maximum Benefit Period.

The Child Education Benefit Amount is shown in the Schedule of Benefits.

If at the time of death, You have no Dependent Children eligible for the Day Care Benefit, We will pay \$1,000 to Your Beneficiary.

Coma Benefit: We will pay the Coma Benefit if:

- 1) As a direct result of Injury, the Insured Person becomes Comatose within 365 days of an Accident; and
- 2) The Insured Person remains in a Coma for at least 31 days.

The Monthly Coma Benefit Amount will be payable for each month the Insured Person is in a Coma, up to the Maximum Benefit Period.

The Coma Benefit Amount is shown in the Schedule of Benefits.

Day Care Benefit: We will pay the Day Care Benefit if:

- 1) The Employee dies; and
- 2) The Accidental Death Benefit is payable; and
- 3) The Employee has a Dependent Child under age 13; and
- 4) The Dependent Child is enrolled with a legally licensed child care provider which is not a member of the Employee Immediate Family.

This benefit reimburses all or a portion of the cost of child care

The Day Care Benefit Amount is payable annually. Each annual payment will be the lesser of the following:

- 1) The Annual Day Care Benefit amount; or
- 2) Actual incurred child care expenses.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

The total of all Annual Day Care Benefits paid may not exceed the Maximum Day Care Benefit. Payments will not continue beyond the Maximum Benefit Period.

The Day Care Benefit Amount is shown in the Schedule of Benefits.

Exposure and Disappearance Benefits: We will pay the Exposure and Disappearance Benefit if:

- 1) The Insured Person is exposed to the elements by reason of an Accident; and
- 2) Sustains a loss for which the Accidental Death or Accidental Dismemberment Benefit would otherwise have been payable within 365 days after the date of the Injury, such Loss will be deemed to be the result of the Injury.
- 3) If the Insured Person disappears as the result of an Accidental wrecking, sinking or disappearance of a conveyance in which he or she is riding, and his or her body is not found within 365 days after the date of disappearance, it will be presumed, subject to no evidence to the contrary and subject to all of the provisions of this Certificate, that the Insured Person is dead and has died as a result of an Accidental bodily Injury.

The Exposure and Disappearance Benefit Amount is shown in the Schedule of Benefits.

Repatriation Benefit: We will pay the Repatriation Benefit if:

- 1) The Employee dies; and
 - 2) The Accidental Death Benefit is payable; and
 - 3) Death occurred at least 100 miles away from the Insured Person's permanent place of residence.
- The amount of benefit payable is the lesser of all customary and reasonable expenses incurred for preparation of the body and its transportation to the place of burial or cremation; or
The Repatriation Benefit Amount shown in the Schedule of Benefits.

Seat Belt and Air Bag Benefit: We will pay the Seat Belt Benefit if:

- 1) The Insured Person dies as a result of an automobile Accident in a private passenger automobile; and
- 2) The Accidental Death Benefit is payable; and
- 3) The Insured Person was properly wearing a Seat Belt, as evidenced by a police accident report or similar evidence.

We will pay the Air Bag Benefit if

- 1) The Insured Person dies as a result of an automobile Accident in a private passenger automobile; and
- 2) The Accidental Death Benefit is payable; and
- 3) The private passenger car was equipped with an Airbag for the seat in which the Insured Person was seated; and
- 4) The Insured Person was properly wearing a Seat Belt, as evidenced by a police accident report or similar evidence.

The Seat Belt and Air Bag Benefit Amount(s) are shown in the Schedule of Benefits.

Spouse Training Benefit: We will pay the Spouse Training Benefit if:

- 1) The Employee dies due to an Injury; and
- 2) The Accidental Death Benefit is payable; and
- 3) The Spouse is enrolled in an accredited college, university, or vocational school at the time of the Employee's death; and
- 4) Within one year after the Employee's death, the Spouse enrolls in a professional or trade school training program for the purpose of obtaining an independent source of support and maintenance; and
- 5) The Spouse incurs expenses payable directly to or approved and certified by such school.

The Spouse Training Benefit will not exceed the lesser of:

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

- 1) The Spouse Training Benefit Amount; or
- 2) Actual incurred educational expenses.

The Spouse Training Benefit Amount is shown in the Schedule of Benefits.

If at the time of death, You have no Spouse eligible for this benefit, We will pay \$1,000 to Your Beneficiary.

EXCLUSIONS

We will not pay any Accidental Death and Dismemberment Benefit for a loss:

- 1) related to mental or emotional disorders, alcoholism and drug addiction;
- 2) arising out of suicide, attempted suicide, or intentionally self-inflicted injury;
- 3) arising out of aviation, other than as a fare-paying passenger on a scheduled or chartered flight operated by a scheduled airline;
- 4) arising out of war or act of war (whether declared or undeclared), or service in the armed forces or auxiliary units thereto;
- 5) arising out of participation in a felony, riot or insurrection;
- 6) to which a contributing cause was the Insured Person's commission of or attempt to commit a felony or to which a contributing cause was the Insured Person's being engaged in an illegal occupation;
- 7) sustained or contracted in consequence of the Insured Person's being intoxicated or under the influence of any narcotic unless administered on the advice of a physician;

PREMIUM PAYMENTS

Premium Payments: Unless this Certificate is in force under a Portability or Continuation Provision, the Policyholder must pay premiums to Us at our home office on or before the due date, subject to the Grace Period provision.

The premium due will be the sum of the premiums applicable for all Insureds. The premium for additional, increased, reduced or terminated insurance will cause a pro-rata adjustment on the next Premium Due Date. The Premium Due Date is shown on the Schedule of Benefits.

We may use any reasonable method to compute premiums due under the Policy.

If the Employee is not responsible for the cost of premiums, the Policyholder may not require the Employee to contribute to the cost of insurance, except where necessary for the Policyholder to comply with applicable tax law. If the Employee is responsible for some or all of the cost of premiums, the maximum amount that an Employee shall be required to contribute to the cost of such insurance shall not exceed the premium charged for the amounts of such insurance.

Premium Change: We may change premium rates on any date on or after the fifth Policyholder anniversary. The Policyholder Anniversary Date is shown in the Schedule of Benefits. We will send the Policyholder written notice of any such change at least 45 days before the change becomes effective, though a change may take effect on an earlier date when both We and the Policyholder agree in writing. Rates will not change more than once in any 12 month period.

If this Certificate is in-force under a Portability or Continuation Provision, we will send notice to the Employee instead of the Policyholder.

Any new premium rates will apply only to premiums due on or after the rate change takes effect.

Grace Period: This Policy has a 31 day grace period. This means that any overdue premium may be paid within 31 days after the due date. Coverage under this Policy will continue in force during the grace period. If the Policyholder has given Us advance notice of an earlier cancellation date, the Policy will terminate on the earlier date. No such termination will take effect during any period for which the required premium has been paid to Us.

If the premium is not paid on the due date, We will give written notification to the Policyholder explaining that if the premium is not paid by the end of the grace period, the Policy will end on the day immediately following the last day of the grace period. If We fail to give such written notice, the insurance provided under the Policy will continue in effect until the date such notice is given. If this Certificate is in-force under a Portability or Continuation Provision, we will send notice to the Employee instead of the Policyholder.

Waiver of Premium: We will waive premiums due for this Certificate if:

- 1) The Employee is Totally Disabled; and
- 2) Total Disability begins before the Employee's 60th birthday; and
- 3) The Employee has been continuously Totally Disabled for at least 6 months, during which time premiums were paid as due. You must return any conversion policy issued during this 6 month period in order to exercise the Waiver of Premium option. We will refund premiums for any returned coverage. If Total Disability starts during a grace period, the premium due must be paid before any premiums will be waived; and
- 4) Proof of continuous Total Disability is provided to Us as described in the Claims section of this Certificate. However, time limits for providing proof will run from the date the Employee has satisfied the 6 month Total Disability period.

We have the right to require a second or third medical opinion, at Our expense, to confirm eligibility for Waiver of Premium. We may designate the Physician for the second medical opinion. In the case of conflicting opinions, eligibility for this benefit shall be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Employee and Us.

PREMIUM PAYMENTS

Once You have submitted Your application for Waiver of Premium Benefit and are waiting for a decision from Us Your Death Benefit will be payable. We will send notice advising whether the Employee is approved for Waiver of Premium and, if approved, the amount of the premium being waived. Premiums will be refunded from the date of Total Disability, but in no event will premiums be refunded more than one year prior to the date notice of claim is received at Our Administrative Office. Premiums must continue to be paid when due until the Employee's claim is approved. After the initial approval, We may periodically request additional proof of continuing Total Disability, but will not do so more frequently than once every six months. Once the Waiver of Premium benefit is in effect, We will not terminate coverage on the Insured Person even if the group policy terminates.

Premiums waived by Us will not be deducted from any Certificate proceeds.

If the Employee dies during the approved Waiver of Premium benefit period, Proof of Loss should be submitted to Us.

TERMINATION

Termination: When will my coverage end?

Your coverage will end on the earliest of the following:

- (1) the date The Policy terminates;
- (2) the last day of the month The Policy no longer insures Your class;
- (3) the last day of the month premium payment is due but not paid;
- (4) the last day of the month Your Employer terminates Your employment;
- (5) the last day of the month You cease to be a Full-time Active Employee in an eligible class for any reason; or unless continued in accordance with any of the Continuation Provisions;
- (6) Your death.

Termination of Accelerated Death Benefit: The Accelerated Death Benefit will terminate upon the earlier of the following:

- 1) The date the Insured's Life coverage ends under the Certificate;
- 2) The date the Policy ends.

Coverage will continue to be available while the Insured is approved under a Waiver of Premium Benefit. Termination shall not prejudice the payment of benefits for any qualifying event that occurred or was first diagnosed while the Certificate was in force.

Termination of Waiver of Premium Benefit: The Waiver of Premium Benefit shall end at the earliest of the following:

- 1) The Employee's death;
- 2) The date the Employee is no longer Totally Disabled;
- 3) The date the Employee refuses to provide proof of Total Disability or refuses to be examined by a Physician;
- 4) The Insured's 70th birthday.

CONTINUATION

Coverage that would otherwise terminate may be continued at the Policyholder's option or reinstated as described in this section.

The amount of coverage that may continue will be the same amount in effect on the day before coverage would otherwise terminate, including any Dependent coverage, unless otherwise noted below. Continued coverage is subject to any reductions in the group Policy and will terminate if the group Policy terminates. Premiums must be paid for coverage to continue.

All Continuation provisions may run concurrently.

Requests to continue coverage beyond the date it would normally terminate, should be discussed with the Policyholder before coverage terminates.

If, at the end of a Continuation period, the Employee resumes Active Work in an eligible class, coverage will continue under the group Policy. Otherwise, employment will be considered to end and coverage for all Insureds will terminate as described in the Termination section.

If, at the end of any Continuation period, the Insured is no longer eligible for coverage under the group Policy, he may purchase individual coverage as described in the Conversion provision.

If any Insured dies while coverage is continued as described in this section, the Death Benefit will be payable as described in the Death Benefit provision.

Continuation for Disability: If the Employee's coverage would terminate because of disability, he may be eligible for limited Continuation of coverage of not more than 12 consecutive months. Coverage continued will be limited to Life and Accidental Death and Dismemberment benefits that were in force for all Insured Persons on the day before disability began. The Employee will be responsible for payment of premiums on the same basis as premium was paid on the day before disability began.

Continuation following Layoff or Leave of Absence: If the Employee ceases Active Work because of Layoff or employer approved Leave of Absence, he may be eligible for limited continuation of Life and Accidental Death and Dismemberment benefits that were in force for all Insureds for not more than 3 months. To continue coverage, the Employee must notify Us in writing prior to the date the Leave of Absence begins or within 14 days of the Layoff. This provision is not applicable for any leave that qualifies for Family and Medical Leave Act continuation, as described in the Federal Family and Medical Leave Act (FMLA) provision below.

Continuation in the event of Labor Dispute: If the Employee ceases Active Work as the result of a labor dispute, Life and Accidental Death and Dismemberment benefits that were in force for all Insureds may be continued during such dispute until the last day of the month in which labor dispute began. If the labor dispute ends, this Continuation will cease immediately.

Continuation due to Sabbatical: If the Employee is on a documented paid Sabbatical, Life and Accidental Death and Dismemberment benefits that were in force for all Insureds may be continued for 6 months, unless a longer period is pre-approved in writing by Us. If the Sabbatical terminates prior to the agreed upon date, this Continuation will cease immediately.

Continuation due to Federal Family and Medical Leave Act (FMLA): Federal law requires that Eligible Employees be provided a continuation period in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA).

This is a general summary of the FMLA and how it affects the Policy. The employer will have details regarding continuation of coverage during a leave pursuant to the FMLA.

CONTINUATION

If the Employee's Employer is an Eligible Employer and if the FMLA applies to continue coverage, any FMLA continuation provisions applicable to coverage:

- 1) Are in addition to any other Continuation provisions of the Policy or this Certificate, if any; and
- 2) Will run concurrently with any other Continuation provisions of the Policy or this Certificate for sickness, injury, layoff, or approved leave of absence, if any.
- 3) If coverage qualifies for continuation under both the FMLA and any similar state law, the continuation period under the Policy or this Certificate will be counted concurrently toward satisfaction of the continuation period under both the applicable state and FMLA continuation periods. If at the end of the leave continuation period the Employee is no longer eligible for insurance under this Certificate, the Conversion Option provision describes the right to convert coverage to a permanent insurance policy.

Under the FMLA, Eligible Employers are required to allow 12 work weeks of unpaid leave during any 12-month period to Eligible Employees for one or more of the following reasons:

- 1) The birth of a child of an Eligible Employee and in order to care for the child;
- 2) The placement of a child with the Eligible Employee for adoption or foster care;
- 3) To care (physical or psychological care) for the Spouse, Child, or parent of the Eligible Employee, if they have a "serious health condition";
- 4) A "serious health condition" that makes the Eligible Employee unable to perform the functions of his or her job; or
- 5) Because of a "qualifying exigency" arising out of a Spouse, son, daughter or parent on active duty or having been notified of a call to active duty, as applicable to retired regular armed forces members, reserve members, National Guard members, and members in contingency operations, as defined under federal law.

Eligible Employers are required to allow up to a total of 26 work weeks of unpaid leave during any 12 month period to Eligible Employees to care for a "covered service member" with a "serious injury or illness".

An Eligible Employee's terminated coverage may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work requirements of the Policy.

Continuation due to UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 ((USERRA): A longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of USERRA.

Reinstatement of Insurance: Coverage may be reinstated without satisfying the Evidence of Insurability Requirement, if an Employee's insurance ends because he is on an unpaid leave of absence or a Layoff and he applies for Reinstatement within 31 days of his return to Active work.

After his coverage has ceased, it may be reinstated at any date prior to 12 months after the date of termination if the following conditions are met:

- 1) The Policy is still in force; and
- 2) The Employee is in an Eligible Class; and
- 3) A Written Request for reinstatement and a new enrollment form are sent to Us within 31 days from the date the Employee returns to Active work; and
- 4) The required premium is paid.

CONVERSION OPTION

Conversion Right: The certificateholder may convert all or part of his or her Face Amount to any individual permanent life insurance policy without submitting Evidence of Insurability if one of the following events occurs:

- (1) the certificateholder ceases to be in an eligible class or is in a class for which coverage under the Policy ends;
- (2) the certificateholder's employment ends;
- (3) the Policy ends;
- (4) the certificateholder's coverage under the Policy is reduced on or after the certificateholder's attainment of age 60 in any increment or series of increments totaling 20% or more from the amount of coverage in force prior to the date of the first reduction;
- (5) upon termination of any Waiver of Premium benefit;
- (6) the certificateholder's coverage under the Policy is reduced due to any amendment of the Policy;
- or
- (7) the certificateholder's coverage under the Policy is reduced due to changes from one eligible class to another or due to a Policy change.

The new policy will be any permanent plan of insurance customarily issued by Us at the time of conversion except term insurance. Any Accelerated Death Benefit, Waiver of Premium Benefit or their supplemental benefits will terminate upon conversion and will not be included in the conversion policy.

If Your insurance under the Policy terminates because of termination of employment due to Total Disability, You may alternatively elect to convert to any plan customarily issued by Us, including term insurance offered by Us at the time of conversion. Preliminary term insurance of one year is available at Your option.

Conversion Requirements: Conversion will be subject to the following conditions:

- (1) In the event the group policy is terminated, the amount converted cannot exceed the Face Amount that ends or the portion of the Face Amount reduced under this Certificate, less the amount of life insurance for which the Insured Person becomes eligible under any group policy within 45 days after the date the Insured Person's coverage ended or was reduced;
- (2) application for conversion must be requested within 31 days after the Insured Person's coverage is terminated or is reduced as described above, subject to any extension described below; and
- (3) all premiums must have been paid.

We or the Policyholder will provide You with notice of the right to convert at least 15 days prior to or after the date coverage terminates or reduces. Your right to convert will expire on the later of 16 days after You are given this notice or the end of the 31-day period described above. If notice of conversion privilege is given more than 15 days, but less than 90 days after the triggering of the conversion event, the right to apply for conversion is extended for 45 days after notice is given. If notice is not given within 90 days after the conversion event, the time allowed to convert is terminated at the end of 90 days. Notice mailed to Your last known address shall constitute notice of the right to convert. If You or Your Dependent, as applicable, do not elect to convert any reduced or terminated amount of coverage on this date, the right to convert such amounts is lost.

During the 31-day conversion period as well as any extended notice period, Your life insurance will continue under the terms of this Certificate. If notice of the right to convert has been provided and You die during the conversion period but application for conversion has not been made, We will pay the amount of life insurance payable under the group Policy. If You die during the conversion period and satisfactory application has been made for the conversion policy, the death benefit shall be payable under the individual conversion policy. We may deduct any premiums due for the conversion policy. If notice of the right to convert was not provided by Us, and You die within the 90 day period following the date of termination or reduction of coverage, We will pay the death benefit the Insured Person was eligible to convert.

We may require the Policyholder to pay premium for any group life coverage provided as noted above if the coverage extension is a direct result of the Policyholder's voluntary termination and the Policyholder

CONVERSION OPTION

replaces the group life insurance coverage within six months with Us or any other insurer. In no event will We be liable to pay a death benefit under both the Policy and the conversion policy. Likewise, if application and premium payment has been made for any portability coverage, any premiums paid for the portability coverage will be refunded. In no event will We be liable to pay a death benefit under both the Policy and any ported coverage.

Conversion Policy: Conversion will be processed upon Our receipt of Your application within the conversion period and payment of the new policy's first premium. Premiums for the new policy will be based on Our current rates then in use for the form and amount of insurance, the Insured Person's risk class under the group policy and the Insured Person's Attained Age. You may elect to pay premiums in any mode We customarily offer. The converted policy will be subject to the remainder of any time periods stated within the "Incontestability" and "Suicide" provisions.

The conversion policy will take effect on the day coverage is terminated under the group policy.

PORTABILITY UNDER THIS CERTIFICATE

Coverage under this Certificate for Insureds may be ported to a different eligible class if:

- 1) The Insured is no longer Actively at Work;
- 2) the Policy has not terminated;
- 3) the request to exercise this Portability option is sent to us prior to the Insured Person's 65th birthday; and
- 4) the first premium is paid within 31 days of the date coverage has been lost, provided notice of the right to port was given to the Insured Person 15 days before or after coverage was terminated. If notice was not given within 90 days, the Insured Person has 45 days from the date of notice to pay the first premium. If notice is not given in 90 days, then the Insured Person has 90 days from the date of termination to pay the first premium and port coverage.

Premiums due will be paid by the Insured Person directly to Our administrative office and will include any portion previously paid by the Policyholder. Premiums will be billed directly to the Employee at the Employee's last known address. Any ported coverage will be subject to the remainder of any time periods stated within the "Incontestability" and "Suicide" provisions.

The amount of life insurance that was in effect under this Certificate and for which no application to convert has been made may be ported. Accidental Death and Dismemberment benefits, Waiver of Premium and Accelerated Death Benefits, if provided by this Certificate, may not be ported. Coverage continued under this Portability provision may be converted at any time, subject to the terms of the Conversion provision.

The Employee may port Dependent coverage if:

- 1) The Employee is porting insurance; and
- 2) The Dependent was covered under the Group Policy and continues to meet the definition of Spouse or Child; and
- 3) The first premium is paid within 31 days of the date the Employee is no longer Actively at Work.

Accidental Death and Dismemberment Benefits, if provided by this Certificate, may not be ported. You may port only the amount of life insurance that was in effect under this Certificate and for which no application to convert has been made. Coverage continued under this Portability provision may be converted at any time, subject to the terms of the Conversion provision.

If premiums are paid and the Insured dies within 31 days of the earlier of the date the Insured is no longer Actively at Work or the Policy termination date. We will pay the Death Benefit in accordance with the Conversion provision. If an application for Portability coverage is received by Us during such period, then We will pay the Death Benefit, exclusive of any Accidental Death and Dismemberment benefits, that the Insured was entitled to convert under the terms of the Certificate. Any premiums paid for Portability coverage shall be refunded. In no event will We be required to pay the Death Benefit under both the Conversion and Portability provisions of the Certificate.

Coverage under the Portability Provision is subject to the terms of the new certificate, and ends according to the termination provision in the new certificate, including when the Policy terminates.

CLAIMS PROVISION

Notice of Claim: Written notice of claim must be submitted to Us at Our Administrative Office. The notice should include the name of the Insured Person and the Certificate Number shown on the Schedule of Benefits. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested. For Accidental Death and Dismemberment benefits, notice of claim must be submitted to Us by telephone or in writing within 20 days after a covered loss starts; if the Insured Person is unable to provide such notice within this time, it must be submitted to Us as soon as reasonably possible. Such notice may be provided electronically by sending it to Us at ebcustomerservice@equitable.com. The notice should include the name of the Insured Person and the Policy number.

Claim Forms: We will furnish the Insured Person or the Beneficiary with any required claim form(s) when we receive notice of claim. For Accidental Death and Dismemberment benefits, We will furnish the Insured Person with forms for submitting proof of loss within 15 days after We receive notice of claim. If We do not, the Insured Person can comply with the proof of loss requirement by writing to Us about the nature and extent of the loss within the time limit stated in the "Proof of Loss" provision. Instructions for completing and submitting the claim form(s) will be provided with the claim form(s).

Proof of Loss: Written proof of loss must be given to Us. In the case of a claim for the Death Benefit proof may consist of at least the certified death certificate or other lawful evidence providing equivalent information. For Accidental Death and Dismemberment benefits, written proof should be given to Us within 120 days or after the date of such loss. Failure to provide such proof within the time required will not invalidate or reduce a claim if it was not reasonably possible to give proof within such time. However, such proof must be given to Us as soon as reasonably possible.

Time of Payment of Claims: We will pay benefits under the Policy upon Our receipt of due written proof of loss and Our approval of the claim or proof of loss. The Accelerated death benefit will be paid immediately in a lump sum upon Our receipt of due written proof of loss and Our approval of the claim or proof of loss.

Time of Loss: Benefits will be paid only for a loss which occurs while this Certificate is in force. Termination of coverage will not affect any claim, provided the covered loss occurred prior to termination of this Certificate.

Payment of Claims:

All benefits will be payable to the You or Your Beneficiary unless assigned by You or by operation of law. Any accrued benefits unpaid at Your death will be paid to Your estate. If a person dies before the Accelerated Death Benefit is paid, any payment will be cancelled and the death benefit will be paid. Interest shall accrue and be payable from the date of death. Interest shall accrue at the rate or rates applicable to the Policy for funds left on deposit or, if We have not established a rate for funds left on deposit, at the Two-Year Treasury Constant Maturity Rate as published by the Federal Reserve.

We will use the rate in effect on the date of death to determine the effective annual rate or rates. Additional interest, at a rate of 10% annually, will accrue beginning 31 calendar days from the latest of the following until the date the claim is paid:

- 1) The date that due proof of death is received by Us;
- 2) The date that We receive sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- 3) The date that legal impediments to payment of proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:
 - the establishment of guardianships and conservatorships;
 - the appointment and qualification of trustees, executors and administrators; and
 - the submission of information required to satisfy applicable state and/or federal reporting requirements

CLAIMS PROVISION

All Accidental Death and Dismemberment benefits will be payable to You or Your Beneficiary unless assigned by You or by operation of law. Any accrued benefits unpaid at the time of Your death will be paid to Your estate.

Right to Recover: If payments for claims exceed the maximum amount payable under this Certificate, We will seek to recover the excess of such payments.

ERISA Appeal: If this Certificate provides coverage under an employee welfare benefit plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq., prior to filing any lawsuit against Us, You or the Beneficiary (if You are deceased) must complete an appeal. The appeal request must be in writing and must be made within 60 days after receipt of Our denial decision. We will provide written notice of Our decision on appeal.

GENERAL PROVISIONS

Assignment: The Employee's rights under this Certificate may be assigned while the Employee is alive. To do so, the Employee must provide Us a written notice of assignment in a form acceptable to Us. The assignment must be signed by You, the assignee, and any Irrevocable Beneficiary. We are not responsible for the validity of any assignment. Unless You indicate otherwise, an assignment will become effective on the date the written notice is signed, subject to any actions we take or payments we make prior to receipt of the Assignment.

Autopsy: We may request an autopsy at Our expense where permitted by law.

Beneficiary: You decide who receives this benefit if You die. The beneficiary designation should be maintained by the Employer, or a person or entity designated by the Employer for maintaining such records. The Insured may name a beneficiary during the initial enrollment. You may designate a beneficiary by doing so in writing on a form satisfactory to Us. If You have a Domestic Partner or have entered into a Civil Union, You will need to designate them as a beneficiary in writing.

You may change the beneficiary at any time by providing written notice unless this insurance is assigned.

Beneficiary designations will become effective as of the date You sign and date the form, even if You have since died. If an irrevocable beneficiary is designated, the beneficiary cannot be changed without their consent.

We will not be liable for any amounts paid before receiving notice of a beneficiary change. In no event may a beneficiary be changed by a Power of Attorney.

If the Beneficiary dies within 48 hours of the Insured, such Beneficiary will be deemed to have predeceased the Insured. The Death Benefit will be distributed as if the Beneficiary did not survive the Insured.

If You named more than one person as a primary beneficiary in writing to Us, and neglect to specify what shares each such primary beneficiary is entitled to receive, We will divide the benefits equally among all such named primary beneficiaries who survive You. If someone You named as a primary beneficiary dies before You, that person's share will be divided equally by the primary beneficiaries still alive; unless You have specified otherwise in writing to Us.

If You have named a contingent beneficiary or contingent beneficiaries, We will pay the contingent beneficiary or contingent beneficiaries, if no primary beneficiary survives You. If there is more than one contingent beneficiary who is eligible for benefits, We will divide the benefits equally among all such named contingent beneficiaries who survive You; unless You have specified otherwise.

If there is no primary or contingent beneficiary or beneficiaries' eligible for benefits when You die,

We will pay this benefit as follows:

- To Your Spouse;
- If Your Spouse does not survive You, then to Your children who survive You in equal shares;
- If no Spouse or children survive You, then to Your parents who survive You in equal shares;
- If no Spouse, children, or parents survive You, then to Your brothers and sisters in equal shares;
- If none of the above parties survive You, then to Your executors or administrators of Your estate.

Contract Changes: The terms and provisions of the Policy and certificates may be changed, at any time, without the consent of Insured Persons or anyone else with a beneficial interest in it. We may issue riders, endorsements or amendments to effect changes and these forms are subject to approval by the appropriate state insurance regulator. No change to this Policy will be valid until approved by one of Our executive officers and unless such approval is endorsed hereon or attached hereto. No agent/producer or other representative has authority to change this Policy or waive any of its provisions. No rider, endorsement or amendment will affect the insurance provided under certificates until the effective date of

GENERAL PROVISIONS

change, unless retroactivity is required by state or federal law. Any rider, endorsement or amendment affecting Insured Persons will be provided to the Insured for attachment to the certificate.

Change of Beneficiary: You may change a Beneficiary at any time by sending Us a Written Request. A Beneficiary designated as irrevocable cannot be changed without his or her consent. Unless You specify otherwise, a change of Beneficiary will be effective as of the date the Written Request was signed, subject to any actions We have taken or payments We have made prior to receipt of the Written Request.

Conformity with State Law: Any provision of this certificate that is in conflict with the applicable statutes of the state whose law governs this certificate or with any applicable federal statute is amended to conform to the minimum requirements of such statutes. Any amendment that affects Your or Your Beneficiary's rights or benefits must be signed by the Policyholder and Us, and You will be provided an amendment to this Certificate.

Entire Contract: Insurance for the Insured is provided under the Policy. The entire contract with the Policyholder includes the Policy, the Participating Employer's application, the Certificates, enrollment forms, and any riders or endorsements to the Policy or Certificates make up the entire contract.

Incontestability: Any statement made by an Insured Person will be deemed a representation and not a warranty. No statements related to insurability will be used to contest coverage with respect to which such statement was made unless it has been signed by the Insured Person and a copy of the statement has been given to the Insured Person or to Your Beneficiary. No such statement will be used to contest this Certificate after it has been in force for two years during the life of the Insured Person, beginning from its Effective Date, or date of reinstatement if applicable. The Policy is incontestable for two years from issue except for nonpayment of premium by the Policyholder. Any statement used to contest coverage must be material to the risk accepted or the hazard assumed by Us.

Legal Action: Unless otherwise specified by the laws of the state in which the Policy was issued:

- 1) No legal action shall be brought to recover under the Policy within 60 days after written proof of loss has been given in accordance with the requirements of the Policy.

Misstatement of Age: If the age of the Insured has been misstated in the application or any application amendment, the correct age shall be used to determine if insurance is in effect and, as appropriate, adjust the premiums or benefits.

Physical Examination: At Our expense, We reserve the right to have the Insured examined while a claim is pending unless it is forbidden by law.

Rights of the Certificateholder: Your rights under the Policy along with the rights of the Policyholder or beneficiary shall not be affected by any provision other than one contained in the Policy, Certificates, riders, amendments signed by Us and the Policyholder, or the application attached to the Policy or Certificate.

**GROUP TERM LIFE
INSURANCE CERTIFICATE**

**Equitable Financial Life Insurance Company
HOME OFFICE: 1345 Avenue of the Americas New York,
NY 10105
(866) 274-9887**

**Group Term Life Policy with Accelerated Death Benefit
and Accidental Death and Dismemberment Benefits.
Optionally Renewable. Premiums may change on
renewal. Nonparticipating.**



EQUITABLE

Privacy notice

What does Equitable do with your personal information?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. **Please read this notice carefully to understand what we do.**

What?

The types of personal information we collect and share depend on the product or service you have with us. When you open an account, we will use this information to verify your identity to comply with laws. This information can include:

- Social Security number and date of birth
- Demographic information
- Financial information
- Contact information (e.g., residential address, phone number)
- Medical information
- Other information specific to you (e.g., driver's license number, passport number, employment status)

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Equitable chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Equitable share?	Can you limit this sharing?
For our everyday business purposes, and those of your financial professional — such as processing your transactions, maintaining your account(s), responding to court orders and legal investigations, or reporting to credit bureaus	Yes	No
For our marketing purposes — to offer you our products and services	Yes	Yes
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliated companies to market to you	No ¹	We don't share

¹ For clients of Equitable Advisors: If your financial professional (FP) moves to another brokerage or investment advisory firm, your FP is permitted to take certain basic contact information about you to the new firm so your FP may inform you of the move; you always have the option of keeping your investments at Equitable Advisors or moving them to another firm.

Who we are...

Who is providing this notice?

Equitable, on behalf of itself, and those of its affiliates listed in the **Other important information** section.

What we do...

How does Equitable protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law, including computer safeguards, and secured files and buildings.

We also comply with applicable state laws and regulations regarding protection of personal information.

How does Equitable collect my personal information?

We collect your personal information, for example, when you:

- Open an account
- Purchase products
- Request information about a product or marketing materials
- Make a financial transaction
- Make a claim

Your personal information may be collected from persons other than you (e.g., credit bureaus, Medical Information Bureau, payment processors), and may be disclosed in certain circumstances to third parties without your authorization; however, you do have the right to access and correct any and all personal information we have collected about you.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes — information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliated companies to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies (e.g., distribution entities, investment managers, reinsurers).

Nonaffiliated companies

Companies not related by common ownership or control. They can be financial and nonfinancial companies (e.g., print vendors, payment processors, third-party administrators).

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Questions?

Call (877) 806-4573 or visit equitable.com/about-us/privacy-security-and-fraud.

Other important information:

This privacy notice applies to Equitable Holdings, Inc. and its following affiliates: Equitable Financial Life Insurance Company; Equitable Financial Life and Annuity Company (Equitable Financial Life Insurance and Annuity Company in CA); Equitable Financial Life Insurance Company of America; Equitable Advisors, LLC; Equitable Distributors, LLC; and Equitable Network, LLC (Equitable Network Insurance Agency of Utah, LLC in UT; Equitable Network Insurance Agency of California, LLC in CA; Equitable Network of Puerto Rico, Inc. in PR).

Equitable is the brand name of the retirement and protection subsidiaries of Equitable Holdings, Inc., including Equitable Financial Life Insurance Company (Equitable Financial) (NY, NY); Equitable Financial Life Insurance Company of America (Equitable America), an AZ stock company; and Equitable Distributors, LLC. Equitable Advisors is the brand name of Equitable Advisors, LLC (member FINRA, SIPC) (Equitable Financial Advisors in MI & TN).

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EQUITABLE

Additional Information Provided by

***Trustees of the Business Council of New York State, Inc.
Insurance Fund***

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Equitable Financial Life Insurance Company is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

Name of Plan:

Trustees of the Business Council of New York State, Inc. Insurance Fund

Employer Identification Number:

14-6034807

Plan Number:

501

Type of Plan:

Welfare Benefit Plan providing Life Insurance Benefits

Type of Administration:

Group Insurance Policy with:

Equitable Financial Life Insurance Company
1345 Avenue of the Americas
New York, NY 10105

Plan Administrator:

Trustees of the Business Council of New York State, Inc. Insurance Fund
12 Corporate Woods Blvd., Suite 17
Albany, NY 12211
Telephone Number: 518-465-1571

Agent For Service of Legal Process:

Trustees of the Business Council of New York State, Inc. Insurance Fund
12 Corporate Woods Blvd, Suite 17
Albany, NY 12211
Telephone Number: 518-465-1571

Service of legal process may also be made upon the Plan Administrator

End of Plan Year:

December 31

Source of Contributions:

The Employer pays the premium for the insurance, but may allocate part of the cost to the employee. The Employer determines the portion of the cost to be paid by the Employee.

Procedure for Amending the Plan:

The Plan Administrator may amend the Plan from time to time by a written instrument signed by an authorized representative.

ERISA Rights

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

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 your interest and that of 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 documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan 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 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.

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, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or

- the Division of Technical Assistance and Inquiries, Employee Benefits Security 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 Employee Benefits Security Administration.

