

Equitable's Employee Benefits Group  
8501 IBM Dr., Ste. 150-B  
Charlotte, NC 28262

Toppan Interamerica, Inc.  
1131 Highway 155 S  
Mcdonough, GA 30253



# WELCOME PACKET

important  
information about  
your benefits



**EQUITABLE**

POLICYHOLDER	Toppan Interamerica, Inc.
POLICY NUMBER	017246
STATE OF ISSUE	Georgia
EFFECTIVE DATE	January 01, 2024

**GROUP TERM LIFE INSURANCE POLICY**

**Equitable Financial Life Insurance Company of America**  
**HOME OFFICE: 2999 North 44th Street, Suite 250, Phoenix, Arizona 85018**  
**(866) 274-9887**

We issue this Policy and the certificates based on the Policyholder's and Insured Persons' applications and payment of premium when due. We agree to pay the benefits of this Policy subject to all terms, conditions and limitations outlined in this Policy and the certificate. The Policy provides term life insurance and accidental death and dismemberment coverage to Eligible Employees and Dependents.

This Policy is governed by the laws of the state of issue and any amendments. Any Insured rights and benefits under the Policy shall not be less than those stated in the certificate.

**Read Your Policy Carefully.** It is a legal contract between You and Equitable Financial Life Insurance Company of America.

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



Mark Pearson, Chairman of the Board and Chief  
Executive Officer

Jose Ramon Gonzalez,  
Senior Executive Vice President, Secretary and  
General Counsel

*A note on capitalization in this Policy:*

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 Policy or certificate or refers to a specific provision in such forms.

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### **Administrative Office:**

The address of Our Administrative Office is shown below. You should send correspondence to that office. Premium payments should be sent to the address listed on Your billing notice.

ADMINISTRATIVE OFFICE:

**FOR INFORMATION OR TO MAKE A COMPLAINT, PLEASE CALL OR WRITE:**  
**Equitable Financial Life Insurance Company of America**  
**HOME OFFICE: 2999 North 44th Street, Suite 250, Phoenix, Arizona 85018**  
**(866) 274-9887**

WE WILL NOTIFY YOU OF ANY CHANGE IN OUR ADDRESS.

## **SCHEDULE OF BENEFITS**

### **POLICY INFORMATION - POLICY NUMBER 017246**

**PREMIUM DUE DATE:** The first day of every month

**POLICY ANNIVERSARY DATE:** January 1 of each year, beginning in 2025

**RATE GUARANTEE PERIOD:** 36 Months

## DEFINITIONS

**Effective Date** means the date that this Policy begins. This date is shown on the cover page.

**Eligible Employee** means an Employee who is included in the eligible class description and may be enrolled in the coverages provided in this Policy.

**Policy** means this document that is issued to the Policyholder and all forms incorporated pursuant to the Incorporation provision below.

**Policy Year** means the 12 month period beginning on the Effective Date.

**Policyholder** means the owner of this group Policy, as shown on the cover page.

**Premium Due Date** means the date on which a premium is due to Us. The Premium Due Date is shown on the Schedule.

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

## **INCORPORATION PROVISION**

The forms listed below are incorporated in and made part of the Entire Contract:

- (1) The group application;
- (2) All Employee enrollment forms, including any statement of insurability and coverage forms;
- (3) The certificate(s) of coverage; and
- (4) Any other amendments, riders or endorsements to the Policy or certificates.

If there is any conflict between the terms and conditions of this Policy and an attachment, this Policy shall be controlling. However, in no case will any Insured rights and benefits under the Policy be less than those stated in the certificate.



## PREMIUMS AND GRACE PERIOD

**Premium Payments:** The Policyholder must pay premiums to Us on or before the due date, subject to the Grace Period provision. Premiums are payable to Us at Our home office.

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.

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 third policy anniversary. The Policy Anniversary Date is shown in the Schedule. 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. Any new premium rates will apply only to premiums due on or after the rate change takes effect.

However, we may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

- (1) the terms of this Policy change;
- (2) a change occurs in the plan design;
- (3) a division, subsidiary, or affiliated company is added or deleted;
- (4) a material misstatement in any experience reported during the pre-sale process;
- (5) the number of insured Employees changes by 10% or more in a 12 month period;
- (6) a new law, change in any existing law or new or changed IIPRC standard is enacted which applies to this plan; or
- (7) there is a change in classes covered by this Policy.

**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. The Policyholder shall be liable to Us for the payment of a pro rata premium for the time the Policy was in force during such grace period. 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 Policyholder replaces the Policy with another group policy but does not give Us written notice of intent to end the Policy, the grace period provisions of the Policy and certificate will apply.

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.

We may extend the grace period by giving written notice of such intent to the Policyholder. Such notice shall specify the date the Policy will end if the premium remains unpaid. Premiums shall be paid for any grace period, any extension of such period, and any period for which insurance under this Policy was in effect and premium was not paid.

## TERMINATION AND REINSTATEMENT

**Termination by the Policyholder:** The Policyholder may terminate the Policy for any reason upon 31 days advance written notice. The Policy will terminate on the later of the date notice is received and the date named in the notice. The Policyholder will be responsible for any premium due up to the date of termination. When both the Policyholder and We agree, this Policy can be terminated on an earlier date. If We or the Policyholder terminates this Policy, coverage will end at 12:00 midnight on the last day of coverage.

**Termination by Us:** We may terminate this Policy immediately in the event of Fraud, or misrepresentation by the Policyholder.

We may terminate this Policy as of the day immediately following the last day of the Grace Period, if We do not receive premiums due by the end of the Grace Period.

- 1) We may terminate this Policy on any Premium Due Date by providing 31 days written notice;
- 2) If the Policyholder fails to maintain minimum participation requirements;
- 3) If the Policyholder fails to provide information on a timely basis or perform any obligations required by this Policy and applicable law;
- 4) There is less than 25% participation of those Eligible Employees who pay all or part of their premium for a plan;
- 5) There is less than 100% participation of those Eligible Employees for a Policyholder paid plan;
- 6) Fewer than 10 Employees are insured under a plan;
- 7) The Policyholder does not promptly report to Us the names of any Employees who are added or deleted from the eligible group;
- 8) We determine that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its Employees.

For reasons other than the Policyholder's failure to pay premium, We will provide 31 days advance written notice prior to termination.

We may terminate this Policy for any reason on any Policy Anniversary Date, We may terminate this Policy for any reason by providing at least 31 days prior written notice to the Policyholder.

Termination of coverage under this Policy shall be without prejudice to any claim incurred while the Policy is in force and for a period for which premiums were paid.

If the Policy ends, written notice shall be given to all Employees as soon as reasonably possible.

The Policyholder shall be responsible for giving notice. The written notice will include information regarding the Insured's rights to conversion and other rights, if any, as provided in the certificate. If notice of conversion rights is not given on a timely basis, the Insured rights to convert shall be extended as described in the conversion provision in the certificate.

If this Policy ends, all premiums due must be paid. Our acceptance of premium after the Policy ends shall not act to reinstate the Policy. We will refund any unearned premium.

### Reinstatement of Insurance

To reinstate the Policy, the Policyholder may submit a written request for reinstatement and send it to the Company along with the required premium. If this request is approved, the Policy will be reinstated on the date stated in writing by Us. If this request is not approved, all unearned premiums will be returned.

## GENERAL PROVISIONS

**Agency:** For all purposes of this Policy, the Policyholder or its third party administrator acts on its own behalf or as an agent of the Employee. The Policyholder or its third party administrator shall not be deemed an agent of Ours.

**Clerical Error:** Clerical error or delays in making entries on the records by Us or Our designees will not void this Policy or any Insured's insurance if it would otherwise have been in effect. Such clerical error will not cause any person to become insured if such person was not otherwise eligible. Such clerical error will also not extend any Insured's coverage if such coverage would otherwise have ended or been reduced as provided by the Policy. If a clerical error is found, premiums and benefits will be adjusted based on the true facts and the provisions of the Policy.

**Conformity with Interstate Insurance Product Regulation Commission Standards:** This Policy was approved under the authority of the Interstate Insurance Product Regulation Commission (IIPRC) and issued under the IIPRC standards. Any provision of the Policy that on the provision's effective date is in conflict with IIPRC standards for this product type is hereby amended to conform to IIPRC standards for this product type as of the provision's effective date.

**Contract Changes:** The terms and provisions of the Policy and certificates may be changed, at any time, without the consent of the Insured 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 IIPRC. Any changes will be consistent with IIPRC standards. 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 change, unless retroactivity is required by the IIPRC. Any rider, endorsement or amendment affecting the Insured will be provided to the Employee for attachment to the certificate.

**Incontestability:** Any statement made by the Policyholder will be deemed a representation and not a warranty. No statements will be used to avoid insurance, reduce benefits or defend a claim unless they are included in a written application or enrollment form that has been made a part of the Policy. No such statement will be used to contest this coverage after it has been in force for two years during the Insured's lifetime, except in the case of fraud where allowed by the state where the certificate is delivered or issued for delivery. Any statement used to contest coverage must be material to the risk accepted or the hazard assumed by Us.

**Individual Certificates:** We will issue certificates to the Policyholder, and the Policyholder must give the certificate to each Employee. Such certificate will describe the features of the insurance to which Insured Persons are entitled and to whom benefits are payable.

**No Replacement for Workers' Compensation:** The Policy does not replace workers' compensation or affect any requirement for workers' compensation coverage.

**Records:** The Policyholder will provide Us any information We need to administer this Policy. At any time while the Policy is in force and for one year after that, We may inspect any of the Policyholder's documents, books or records which may affect the insurance or premiums of this Policy. Information shall be provided within 30 days after Our request.

Failure to provide information within the time required may be grounds for terminating this Policy. However, no person will be deprived of coverage to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder or Insured Person. Any required adjustment may be made in coverage, premiums or benefits. Payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

**Right to Appeal:** If the 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, the Insured Person or the Beneficiary (if the Insured Person is 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 any appeals.

**Right to Audit:** We reserve the right to audit, once every 2 years, the Policyholder's billing records and premium accounting practices. If We discover:

## GENERAL PROVISIONS

- (1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to pay Us the underpayment amount, in a timely manner; or
- (2) an overpayment of premium, We will return any overpayment amount in a timely manner.

**Time Periods:** All time periods start at 12:01 a.m. standard time at the Policyholder's place of business. All time periods end at 12:00 am standard time at the Policyholder's place of business.

**GROUP TERM LIFE  
INSURANCE POLICY**

**Equitable Financial Life Insurance Company of America  
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**Group Term Life Policy with Accelerated Death  
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## **SCHEDULE OF BENEFITS**

### **POLICY INFORMATION - POLICY NUMBER 017246**

**PREMIUM DUE DATE:** The first day of every month

**POLICY ANNIVERSARY DATE:** January 1 of each year, beginning in 2025

**RATE GUARANTEE PERIOD:** 36 Months



## DEFINITIONS

**Effective Date** means the date that this Policy begins. This date is shown on the cover page.

**Eligible Employee** means an Employee who is included in the eligible class description and may be enrolled in the coverages provided in this Policy.

**Policy** means this document that is issued to the Policyholder and all forms incorporated pursuant to the Incorporation provision below.

**Policy Year** means the 12 month period beginning on the Effective Date.

**Policyholder** means the owner of this group Policy, as shown on the cover page.

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The forms listed below are incorporated in and made part of the Entire Contract:

- (1) The group application;
- (2) All Employee enrollment forms, including any statement of insurability and coverage forms;
- (3) The certificate(s) of coverage; and
- (4) Any other amendments, riders or endorsements to the Policy or certificates.

If there is any conflict between the terms and conditions of this Policy and an attachment, this Policy shall be controlling. However, in no case will any Insured rights and benefits under the Policy be less than those stated in the certificate.

## PREMIUMS AND GRACE PERIOD

**Premium Payments:** The Policyholder must pay premiums to Us on or before the due date, subject to the Grace Period provision. Premiums are payable to Us at Our home office.

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.

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 third policy anniversary. The Policy Anniversary Date is shown in the Schedule. 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. Any new premium rates will apply only to premiums due on or after the rate change takes effect.

However, we may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

- (1) the terms of this Policy change;
- (2) a change occurs in the plan design;
- (3) a division, subsidiary, or affiliated company is added or deleted;
- (4) a material misstatement in any experience reported during the pre-sale process;
- (5) the number of insured Employees changes by 10% or more in a 12 month period;
- (6) a new law, change in any existing law or new or changed IIPRC standard is enacted which applies to this plan; or
- (7) there is a change in classes covered by this Policy.

**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. The Policyholder shall be liable to Us for the payment of a pro rata premium for the time the Policy was in force during such grace period. 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 Policyholder replaces the Policy with another group policy but does not give Us written notice of intent to end the Policy, the grace period provisions of the Policy and certificate will apply.

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.

We may extend the grace period by giving written notice of such intent to the Policyholder. Such notice shall specify the date the Policy will end if the premium remains unpaid. Premiums shall be paid for any grace period, any extension of such period, and any period for which insurance under this Policy was in effect and premium was not paid.

## TERMINATION AND REINSTATEMENT

**Termination by the Policyholder:** The Policyholder may terminate the Policy for any reason upon 31 days advance written notice. The Policy will terminate on the later of the date notice is received and the date named in the notice. The Policyholder will be responsible for any premium due up to the date of termination. When both the Policyholder and We agree, this Policy can be terminated on an earlier date. If We or the Policyholder terminates this Policy, coverage will end at 12:00 midnight on the last day of coverage.

**Termination by Us:** We may terminate this Policy immediately in the event of Fraud, or misrepresentation by the Policyholder.

We may terminate this Policy as of the day immediately following the last day of the Grace Period, if We do not receive premiums due by the end of the Grace Period.

- 1) We may terminate this Policy on any Premium Due Date by providing 31 days written notice;
- 2) If the Policyholder fails to maintain minimum participation requirements;
- 3) If the Policyholder fails to provide information on a timely basis or perform any obligations required by this Policy and applicable law;
- 4) There is less than 41% participation of those Eligible Employees who pay all or part of their premium for a plan;
- 5) Fewer than 10 Employees are insured under a plan;
- 6) The Policyholder does not promptly report to Us the names of any Employees who are added or deleted from the eligible group;
- 7) We determine that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its Employees.

For reasons other than the Policyholder's failure to pay premium, We will provide 31 days advance written notice prior to termination.

We may terminate this Policy for any reason on any Policy Anniversary Date, We may terminate this Policy for any reason by providing at least 31 days prior written notice to the Policyholder.

Termination of coverage under this Policy shall be without prejudice to any claim incurred while the Policy is in force and for a period for which premiums were paid.

If the Policy ends, written notice shall be given to all Employees as soon as reasonably possible.

The Policyholder shall be responsible for giving notice. The written notice will include information regarding the Insured's rights to conversion and other rights, if any, as provided in the certificate. If notice of conversion rights is not given on a timely basis, the Insured rights to convert shall be extended as described in the conversion provision in the certificate.

If this Policy ends, all premiums due must be paid. Our acceptance of premium after the Policy ends shall not act to reinstate the Policy. We will refund any unearned premium.

### Reinstatement of Insurance

To reinstate the Policy, the Policyholder may submit a written request for reinstatement and send it to the Company along with the required premium. If this request is approved, the Policy will be reinstated on the date stated in writing by Us. If this request is not approved, all unearned premiums will be returned.

## GENERAL PROVISIONS

**Agency:** For all purposes of this Policy, the Policyholder or its third party administrator acts on its own behalf or as an agent of the Employee. The Policyholder or its third party administrator shall not be deemed an agent of Ours.

**Clerical Error:** Clerical error or delays in making entries on the records by Us or Our designees will not void this Policy or any Insured's insurance if it would otherwise have been in effect. Such clerical error will not cause any person to become insured if such person was not otherwise eligible. Such clerical error will also not extend any Insured's coverage if such coverage would otherwise have ended or been reduced as provided by the Policy. If a clerical error is found, premiums and benefits will be adjusted based on the true facts and the provisions of the Policy.

**Conformity with Interstate Insurance Product Regulation Commission Standards:** This Policy was approved under the authority of the Interstate Insurance Product Regulation Commission (IIPRC) and issued under the IIPRC standards. Any provision of the Policy that on the provision's effective date is in conflict with IIPRC standards for this product type is hereby amended to conform to IIPRC standards for this product type as of the provision's effective date.

**Contract Changes:** The terms and provisions of the Policy and certificates may be changed, at any time, without the consent of the Insured 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 IIPRC. Any changes will be consistent with IIPRC standards. 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 change, unless retroactivity is required by the IIPRC. Any rider, endorsement or amendment affecting the Insured will be provided to the Employee for attachment to the certificate.

**Incontestability:** Any statement made by the Policyholder will be deemed a representation and not a warranty. No statements will be used to avoid insurance, reduce benefits or defend a claim unless they are included in a written application or enrollment form that has been made a part of the Policy. No such statement will be used to contest this coverage after it has been in force for two years during the Insured's lifetime, except in the case of fraud where allowed by the state where the certificate is delivered or issued for delivery. Any statement used to contest coverage must be material to the risk accepted or the hazard assumed by Us.

**Individual Certificates:** We will issue certificates to the Policyholder, and the Policyholder must give the certificate to each Employee. Such certificate will describe the features of the insurance to which Insured Persons are entitled and to whom benefits are payable.

**No Replacement for Workers' Compensation:** The Policy does not replace workers' compensation or affect any requirement for workers' compensation coverage.

**Records:** The Policyholder will provide Us any information We need to administer this Policy. At any time while the Policy is in force and for one year after that, We may inspect any of the Policyholder's documents, books or records which may affect the insurance or premiums of this Policy. Information shall be provided within 30 days after Our request.

Failure to provide information within the time required may be grounds for terminating this Policy. However, no person will be deprived of coverage to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder or Insured Person. Any required adjustment may be made in coverage, premiums or benefits. Payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

**Right to Appeal:** If the 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, the Insured Person or the Beneficiary (if the Insured Person is 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 any appeals.

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## GENERAL PROVISIONS

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Benefits. Optionally Renewable. Premiums may  
change on renewal. Nonparticipating.**

Attached are the certificates for the policies in the state of Georgia





**GROUP TERM LIFE INSURANCE  
CERTIFICATE**

**Equitable Financial Life Insurance Company of America**  
**HOME OFFICE: 2999 North 44th Street, Suite 250, Phoenix, Arizona 85018**  
**(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 and Dependents. 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.

In the case of any conflict between any provisions of the Policy and this Certificate, the provisions of the Policy shall govern. However, the Insured's rights under the Policy shall not be less than those provided by the Certificate.

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

**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.**

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Mark Pearson, Chairman of the Board and Chief  
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Jose Ramon Gonzalez,  
Senior Executive Vice President, Secretary and  
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## **FRAUD WARNINGS**

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**ADMINISTRATIVE OFFICE:**

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

**Equitable Financial Life Insurance Company of America  
2999 North 44th Street, Suite 250, Phoenix, Arizona 85018  
(866) 274-9887**

WE WILL NOTIFY YOU OF ANY CHANGE IN OUR ADDRESS

## SCHEDULE OF BENEFITS

<b>POLICYHOLDER:</b>	Toppan Interamerica, Inc.	<b>POLICY NUMBER:</b>	017246
<b>POLICYHOLDER'S ADDRESS:</b>	1131 Highway 155 S Mcdonough, GA 30253	<b>POLICY ANNIVERSARY DATE:</b>	January 1 of each year, beginning in 2025
<b>STATE OF POLICY ISSUE:</b>	Georgia	<b>DEPARTMENT OF INSURANCE PHONE NUMBER:</b>	(404) 656-2056
<b>CERTIFICATE EFFECTIVE DATE:</b>	As reported to Us by the Policyholder		
<b>ELIGIBLE CLASS(ES):</b>	Class 1: All Active Full Time Employees working at least 30 hours per week.		
<b>ELIGIBILITY WAITING PERIOD:</b>	If You are working for the Policyholder on the effective date - the waiting period is 0 continuous day(s). If You are working for the Policyholder after the effective date - the waiting period is the first of the month following 30 continuous day(s).		

## LIFE INSURANCE BENEFIT

<b>EMPLOYEE</b>	<b>BASIC LIFE</b>	
	Life Insurance Benefit Amount	3 times Basic Annual Earnings, rounded to the next higher \$1,000, if not already a multiple thereof, to a Maximum of \$100,000
	Guaranteed Issue Amount	\$100,000
	Minimum Benefit Amount	\$10,000
<b>SPOUSE</b>	<b>BASIC LIFE</b>	
	Life Insurance Benefit Amount	\$25,000
	Guaranteed Issue Amount	\$25,000
<b>DEPENDENT CHILD</b>	<b>BASIC LIFE</b>	
	Life Insurance Benefit Amount	
	Live Birth to less than 15 days	\$500
	15 days to 26 years	\$10,000
<b>MINIMUM CONVERSION AMOUNT:</b>	\$10,000	

## SCHEDULE OF BENEFITS

### ADDITIONAL BENEFITS

#### ACCELERATED DEATH BENEFIT

Minimum Accelerated Death Benefit: \$10,000

Maximum Accelerated Death Benefit: lesser of \$250,000 or 75% of the Face Amount

Administrative Fee: \$0

#### WAIVER OF PREMIUM

### ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

EMPLOYEE	BASIC AD&D	
	AD&D Principal Sum	100% of Life Insurance Benefit
	Minimum Principal Sum Amount	\$10,000

Percentages below are based on the AD&D Principal Sum unless otherwise noted.

ACCIDENTAL DEATH (COMMON CARRIER)	EMPLOYEE
	100% of AD&D
	benefit up to
	\$250,000

#### ACCIDENTAL DISMEMBERMENT:

• Loss of Both Hands or Both Feet	100%
• Loss of One Hand or One Foot	50%
• Loss of One Hand and One Foot	100%
• Loss of One Limb	50%
• Loss of Sight in Both Eyes	100%
• Loss of Hearing in Both Ears	50%
• Loss of Sight in One Eye	50%
• Loss of Speech	50%
• Loss of Hand or Foot and Sight in One Eye	100%
• Quadriplegia	100%
• Hemiplegia	50%
• Paraplegia	75%
• Uniplegia	25%
• Loss of all Fingers on One Hand	25%
• Loss of all Toes on One Foot	25%

#### ADDITIONAL BENEFITS

#### AMOUNT OF BENEFIT

EXPOSURE/DISAPPEARANCE:	Included
REHABILITATION/PHYSICAL THERAPY:	lesser of incurred expenses or \$5,000
SEATBELT:	\$10,000
AIRBAG:	\$5,000

### BENEFIT REDUCTION SCHEDULE

Upon the Employee's attainment of the ages shown below, the Employee's Life Insurance Scheduled Benefit Amount(s)

## SCHEDULE OF BENEFITS

and Accidental Death & Dismemberment Scheduled Benefit Amount(s) will automatically reduce to the percentage shown below:

Age 65 but less than age 70	65%
Age 70 and over	50%

Any reduction pursuant to this provision will take place on the next Policyholder anniversary date.

## 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 Policyholder's place of business an alternate place approved by the Policyholder, or a place to which the Policyholder's business requires the Employee to travel. An Employee will be deemed to be Actively At Work on weekends or Policyholder 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 any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account and does not include commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

**Any Occupation** means the material and substantial duties of any occupation for which the Insured is qualified by education, training or experience.

**Basic Life Insurance** means the amount of life insurance for which the Policyholder 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 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



## DEFINITIONS

- (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.

**Common Carrier** means any land, sea or air conveyance operated under a license for the transportation of passengers for hire.

**Confinement** means being an inpatient in a hospital or hospice facility due to sickness or Injury.

**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** means the Spouse and/or Dependent Child(ren) insured by the Policy.

**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.

**Dependent Child(ren)** means an individual who is under age 26 and is:

- (1) The Employee's biological child;
- (2) The Employee's legally adopted child;
- (3) The Employee's foster child from the time he or she is placed in the home;
- (4) The Employee's stepchild;
- (5) The child of the Employee's Civil Union partner;
- (6) The child of the Employee's Domestic Partner; or
- (7) A child under a court appointed guardianship.

In addition to the Children described above, any other child over whom the Employee has legal custody or legal guardianship or with whom the Employee has a legal relationship or a blood relationship may be covered to the same extent as a Child under this Certificate, provided the child depends on the Employee for most of his or her support and maintenance and resides in the Employee's household. A Child also includes any child required to be recognized as a Child under the laws of the state where the Policy and/or Certificate is delivered. We reserve the right to require that the Employee provide proof of legal custody, legal guardianship, support and maintenance, residency in the Employee's household, blood relationship or legal relationship.

A Dependent Child also includes any child, regardless of age, who is incapable of self-sustaining employment by reason of mental or physical disability and became so incapacitated prior to age 26. Proof of disability must be sent to Us within 31 days after the child attains age 26, and at reasonable intervals at our request, but not more often than annually after the two- year period following the child's 26<sup>th</sup> birthday.

## DEFINITIONS

Any coverage provided to Dependent Children under this Certificate shall continue after age 26 while such child remains incapable of self-sustaining employment because of the disability and otherwise continues to meet the definition of Dependent Child. The Conversion Right provision describes the Child's right to convert if insurance under this Certificate terminates.

Any person insured as an Employee under the group Policy may not also be insured as a Dependent Child.

**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); 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** 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.

## DEFINITIONS

**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, or the loss of the thumb and index finger of the same 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 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.

**Material and Substantial Duties** means duties that:

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

**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 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 who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not the Insured or Insured's Spouse or Related to the Insured or Insured's Spouse by blood or marriage.

**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** means the group entity named on the Schedule of Benefits.

**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

## DEFINITIONS

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 is legally married. Any person insured as an Employee under the group Policy may not also be insured as a Spouse. 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.

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

**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.

**Dependent Eligibility:** An Employee's Dependents become eligible for coverage on the later of the following:

- 1) The date the Employee becomes insured under the Policy
- 2) The date the Employee first has an eligible Dependent.

**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.

**Dependent's Effective Date of Insurance:** A Dependent's insurance becomes effective on the latest of the following dates:

- 1) The Employee's effective date of insurance;
- 2) The date the Employee elects coverage which include Dependents and the first premium for the Dependent's coverage is paid;
- 3) The date We approve the application for insurance and any required Evidence of Insurability.

Any additional child(ren) that meet the definition of a Dependent Child after this Certificate is in force shall become insured hereunder as of the date they meet the definition.

No Dependent may be covered by more than one Employee.

**Exception:** We will postpone the effective date of a Dependent Child's (other than a newborn) or Spouse's coverage if, on that date, he is confined to a hospital or other health care facility or is home-confined or unable to perform two or more Activities of Daily Living (ADLs).

In that case, coverage will not become effective until:

- 1) The day after the date after his discharge from such facility or his home confinement ends.
- 2) He no longer requires assistance with two or more Activities of Daily Living.

If a Dependent was covered under a prior plan as of the Policy Effective Date, this language will not apply to the amount of coverage that was in force with the prior plan.

### Evidence of Insurability

Evidence of Insurability is required if the Employee or the Employee's Spouse:

- 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.

# ELIGIBILITY

## 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:

- 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.

If any Dependent Spouse and Child(ren) were 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 the Dependent Spouse and Child(ren) are confined in a hospital, nursing home or hospice facility, or unable to perform 2 ADL's on the date the insurance would otherwise become effective, then the coverage amount shown in the Schedule of Benefits will not apply.

Instead, such Dependent Spouse and Child(ren) 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.

Such Dependent Spouse and Child(ren) will remain insured up to the coverage amount determined by this

## ELIGIBILITY

provision until the first of the following to occur:

- 1) He is no longer confined in a hospital, nursing home or hospice facility;
- 2) He is able to perform all ADL's;
- 3) The date the Employee's insurance terminates for a reason stated under the Termination provision;
- 4) The last day of a period of standard 12 consecutive months which begins on the Policy Effective Date; or
- 5) The last day the Dependent Spouse and Child(ren) would have been covered under the Prior Plan, had the Prior Plan not terminated.

## ENROLLMENT

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

For Basic Life Insurance for an Employee's Dependents, the Employee must complete and sign an enrollment form which is satisfactory to Us, for his Dependents insurance. The Policyholder will provide instructions.

### **Evidence of Insurability**

Evidence of Insurability is required if the Employee's Spouse:

- 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.

The Employee may enroll without Evidence of Insurability only:

- 1) During an enrollment period designated by the Policyholder and agreed to by Us; or
- 2) Within 31 days of the date of a Change in Family Status.



## 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.

### **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) For purposes of this benefit, the death benefit available for acceleration does not include any accidental death benefits or any benefits payable upon the death of any person other than the Insured diagnosed as Terminally Ill or with a Qualifying Condition;
- 4) 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.
- 5) 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.
- 6) You may choose the option to receive Your benefit in a lump sum payment, which will be due immediately upon receipt of due written proof.

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 greater of the following:

- 1) the yield on a 90-day treasury bill; or
- 2) the Moody's Corporate Bond Yield Averages-Monthly Average Corporates published by Moody's Investors Service, Inc., or successor thereto, for the calendar month ending two months before the date of application for an accelerated payment. If such averages are no longer published, we will use such other averages as permitted by the Interstate Insurance Product Regulation Commission.

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 certificateholder and any assignee of record or Irrevocable Beneficiary of record demonstrating the amount of accelerated death benefit payment and 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 certificateholder 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

# LIFE INSURANCE BENEFITS

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 and will not reduce any accidental death and dismemberment benefits provided in or with this Certificate. Payment of an accelerated death benefit is not conditioned upon receipt of long-term care or medical services and will be made in a single lump sum.

Any Accelerated Death Benefit payment will be made to You. If an Insured Person dies after the certificateholder elects to receive any Accelerated Death Benefit payment but before any such payment is received, the election shall be cancelled and the Death Benefit paid pursuant to the terms of this Certificate.

## Qualifying Conditions

To qualify for this benefit, the Insured must:

- 1) Have a Terminal Illness; or
- 2) Be unable to continuously perform two Activities of Daily Living (ADL), without substantial assistance; or
- 3) Have a Cognitive Impairment.

Any Activity of Daily Living the Insured is not able to perform, without substantial assistance, prior to the Certificate Effective Date will not be considered for qualifying for this benefit.

### 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.

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.

### Activities of Daily Living (ADL) and Cognitive Impairment - Proof of Qualifying Conditions

If the Insured's life insurance benefit is scheduled to reduce or terminate within 90 days prior to the end of the period of the qualifying condition as defined in this Certificate 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 covered under this Certificate.** The end of the Accidental Death and Dismemberment benefit period shall not prejudice the payments of any benefits for any accident that occur while the benefit is in effect under the Certificate.

**Accidental Death Benefit (Common Carrier):** We will pay the Common Carrier Benefit if:

- 1) The Insured dies as a direct result of an Injury sustained in an Accident while a fare paying passenger on a Common Carrier, or as a result of being struck by a Common Carrier; and;
- 2) The Accidental Death Benefit is payable; and
- 3) Death occurs within 365 days of the covered Accident which caused the Injury.

The Common Carrier Benefit Amount is shown in the Schedule of Benefits.

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

- 1) The Insured 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.

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

- 1) The Insured 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 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 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.

**Rehabilitation/Physical Therapy Benefit:** We will pay the Rehabilitation and Physical Therapy Benefit if:

- 1) the Insured is Injured; and
  - 2) the Accidental Dismemberment Benefit is payable; and
  - 3) the Insured requires physical or rehabilitative therapy treatment for the dismembering Injury.
- Physical or rehabilitative therapy must be prescribed by a Physician, rendered by a licensed physical or rehabilitative therapist in a medical facility and completed by the Insured.

The Rehabilitation and Physical Therapy Amount is shown in the Schedule of Benefits.

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

- 1) The Insured 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 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 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 was seated; and
- 4) The Insured 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.

## EXCLUSIONS

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

- 1) caused or contributed to by disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
- 2) caused or contributed to by an infection not occurring as a direct result or consequence of the Accidental bodily Injury;
- 3) caused or contributed to by the Insured's suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane;
- 4) caused or contributed to by the Insured's travel in or descent from an aircraft, if the Insured acted in a capacity other than as a passenger;
- 5) caused or contributed to by the Insured's travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond the earth's atmosphere;
- 6) declared or undeclared war, or any act of war, or any conflict involving the armed forces of one or more countries;
- 7) caused or contributed to by the Insured's active participation in a riot, insurrection, or terrorist activity;
- 8) while the Insured is incarcerated;
- 9) caused or contributed to by the Insured's committing or attempting to commit a felony or illegal activity ("felony" is defined by the law of the jurisdiction in which the activity takes place);
- 10) caused or contributed to by the Insured's voluntary intake or use of any drug, unless prescribed or administered by a Physician and taken in accordance with the Physician's instructions, an over the counter drug taken in accordance with the manufacturer's instructions, or the voluntary inhalation of poison, gas, or fumes except as the direct result of an occupational Accident;
- 11) caused or contributed to by the Insured's intoxication as defined by the jurisdiction where the Accident occurred;
- 12) caused or contributed to by the Insured's riding or driving an air, land or water vehicle in a race, exhibition, speed, stunt or endurance contest;
- 13) caused or contributed to by the Insured's bungee jumping, rock climbing, mountain climbing, hang-gliding, skydiving, parachuting, ultralight, soaring, ballooning and parasailing.

## 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 third 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. The *Company* has the right to suspend payment of claims incurred during the grace period.

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 60<sup>th</sup> birthday; and
- 3) The Employee has been continuously Totally Disabled for at least 9 months, during which time premiums were paid as due. If Total Disability starts during a grace period, the premium due must be paid before any premiums will be waived; and
- 4) Proof of 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 9 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**

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.

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. Proof of Loss includes supporting documentation that Total Disability continued without interruption from the date the Waiver of Premium benefit started to the date of death.

At the end of the Waiver of Premium benefit period You may convert Your coverage in effect under this Certificate unless at such time the Employee has returned to Active Work in an eligible class and becomes insured under the policy, or unless the Employee has already converted the life insurance or portion thereof.

# TERMINATION

**Termination of Employee's Coverage:** The Employee's coverage will terminate upon the earliest of the following:

- 1) The Employee's Written Request to terminate;
- 2) The date the Certificate lapses due to nonpayment of premium;
- 3) The date the Employee converts any part of the Face Amount;
- 4) The date the Employee is no longer a member of an Eligible Class;
- 5) The date the Policy terminates; or
- 6) The Employee's death.

**Termination of Dependents' Coverage:** The Dependents' coverage will terminate upon the earlier of the following:

- 1) The date the Employee's coverage terminates;
- 2) The date the Dependent no longer meets the definition of Spouse or Dependent Child, as defined in the Certificate.

**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.
- 3) Upon written request from a certificateholder;
- 4) The end of the period for which the last premium has been paid for a Covered Person, in accordance with the provisions of the certificate;
- 5) The date any required fee for the accelerated death benefit is not paid, in accordance with the provisions of the form.
- 6) The date the person ceases to be in an eligible class under the certificate.

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

**Suspension of Coverage During Military Service:** We will suspend the Insured's insurance on the date he or she goes on active duty in the military service of any country or international authority. Such duty will not include temporary active duty by reservists for military training that lasts 90 days or less. We will refund that part of any premium paid for the period of such suspension.

An Insured can place his insurance back in force without Evidence of Insurability as of the date of his or her discharge. To do so, he must apply in writing and pay the premium, both within 90 days of his discharge.

We will base premium for such reinstated coverage on the Insured's age and class of risk when insurance was suspended. If the Insured was disabled on or before the date of discharge, he must have recovered for at least 6 months before We will cover a later disability from the same cause.

## 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 ceases Active Work 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 Insureds 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 an 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 Waiver of Premium benefit ends, unless at that time the certificateholder has returned to Active Work or unless the certificateholder has already converted the Face Amount or a portion thereof;
- (3) the certificateholder's employment ends;
- (4) the certificateholder's portability coverage ends;
- (5) the Policy ends; or
- (6) the certificateholder's coverage under the Policy is reduced because the Employee changes from one eligible class to another or due to a Policy change.

The certificateholder may convert all or part of any Dependent's Face Amount to an individual permanent life insurance policy without submitting Evidence of Insurability if the Dependent's coverage ends for any reason other than:

- (1) non-payment of premium; or
- (2) because the Dependent no longer meets the definition of Spouse or Child (however, such Spouse or Child may exercise this conversion right on his or her own behalf).

The certificateholder may also convert the Dependent's Face Amount if it is reduced because the Employee changes from one eligible class to another or due to other Policy change.

The new policy will be a permanent plan of insurance offered by Us or another insurance company chosen by Us at the time of conversion. Any Accelerated Death Benefit, Waiver of Premium Benefit or Accidental Death & Dismemberment Benefits or other supplemental benefits will terminate upon conversion and will not be included in the conversion policy.

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

- (1) the amount converted cannot be less than the Minimum Conversion Amount shown in the Schedule of Benefits;
- (2) 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 31 days after the date the Insured Person's coverage ended or was reduced;
- (3) application for conversion must be requested within 31 days after the Insured Person's coverage is terminated or is reduced as described above; and
- (4) 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 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. However, in no event will the right to convert extend beyond 60 days after the end of the conversion period. 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, the Insured Person's life insurance will continue under the terms of this Certificate. If the Insured Person dies during the conversion period, We will pay the amount of life insurance, exclusive of additional benefits, that the certificateholder was entitled to convert under the terms of this Certificate. If application and premium payment has been made for the conversion policy, any premiums paid for the conversion policy will be refunded. 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

## CONVERSION OPTION

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 and the Insured Person's Attained Age. 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 after the conversion period ends.

## 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; and
- 2) The Insured is under age 65 on the day the Portability coverage would take effect; and
- 3) The first premium is paid within 31 days of the earlier of the date the Insured is no longer Actively at Work or the Policy termination date.

Premiums due will be paid 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.

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.

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 Dependent is under age 65 on the day the Portability coverage would take effect; and
- 4) The first premium is paid within 31 days of the date the Employee is no longer Actively at Work.

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.

### **Amount of Portable Insurance**

The combined amounts of insurance purchased under this Portability provisions and the Conversion Right provision cannot exceed the amount in effect under this Certificate on the day before Your employment terminates.

Coverage under the Portability Policy will end on the latest of the following dates.

- 1) The date We cancel coverage for the Employee's class.
- 2) The day after the end of the period for which premiums are paid.
- 3) The date an Employee is age 70.

If the Insured Insured Spouse or Insured Dependent Child dies during the 31-day period, and We have not received an application for Portability coverage, Life Insurance benefits will be paid under the Policy in accordance with the Conversion provision. The Life insurance amount payable will be equal to the maximum amount the Insured could have otherwise converted. 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 the Portability coverage will be refunded. In no event will We be required to pay the Death Benefit under both the Conversion and Portability provisions of the Certificate.

## 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 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, 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 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](mailto:ebcustomerservice@equitable.com). The notice should include the name of the Insured and the Policy number.

**Claim Forms:** We will furnish the Insured 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 with forms for submitting proof of loss within 15 days after We receive notice of claim. If We do not, the Insured 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 and proof of the claimant's interest in the Death Benefit. For Accidental Death and Dismemberment benefits, written proof should be given to Us within 90 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 and in no event (except in the absence of legal capacity) later than one year after the date of such loss.

**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 it was 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, Insured Dependent Spouse and Insured Dependent Child, 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.

### **Conformity with Interstate Insurance Product Regulation Commission Standards:**

This Certificate was approved under the authority of the Interstate Insurance Product Regulation Commission (IIPRC) and issued under the IIPRC standards. Any provision of the Certificate that on the provision's effective date is in conflict with IIPRC standards for this product type is hereby amended to conform to IIPRC standards for this product type as of the provision's effective date.

## GENERAL PROVISIONS

**Contract Changes:** The terms and provisions of the Policy and Certificates may be changed, at any time, without the consent of the Insured 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 IIPRC. Any changes will be consistent with IIPRC standards. No change to this Certificate 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 Certificate or waive any of its provisions. No rider, endorsement or amendment will affect the insurance provided under Certificates until the effective date of change, unless retroactivity is required by the IIPRC. Any rider, endorsement or amendment affecting the Insured will be provided to the Employee for attachment to this Certificate.

**Entire Contract:** Insurance for the Insured is provided under the Policy. The entire contract with the Policyholder includes the Policy, the Policyholder'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 the Insured will be deemed a representation and not a warranty. No statements will be used to avoid insurance, reduce benefits or defend a claim unless it has been signed by the Insured and a copy of the statement has been given to the Insured or to the Insured's Beneficiary. No such statement will be used to contest this Certificate after it has been in force for two years from its Effective Date, or date of reinstatement if applicable, except in the case of fraud we are allowed by the state where the Certificate is delivered or issued for delivery. 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; and
- 2) No legal action may be brought after three years from the time when written proof of loss is required to be given.

**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.

**Misstatement of Smoking Status:** If the smoking status of the Insured has been misstated in the application or any application amendment, We will adjust the amount payable upon the Insured's death to be the amount that the premium would have purchased using the correct smoking status.

**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.



**GROUP TERM LIFE  
INSURANCE CERTIFICATE**

**Equitable Financial Life Insurance Company of America  
HOME OFFICE: 2999 North 44th Street, Suite 250  
Phoenix, Arizona 85018  
(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 of America  
HOME OFFICE: 2999 North 44th Street, Suite 250, Phoenix, Arizona 85018  
(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 and Dependents. 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.

In the case of any conflict between any provisions of the Policy and this Certificate, the provisions of the Policy shall govern. However, the Insured's rights under the Policy shall not be less than those provided by the Certificate.

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

**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. Premiums may change on renewal. Nonparticipating.**



Mark Pearson, Chairman of the Board and Chief  
Executive Officer



Jose Ramon Gonzalez,  
Senior Executive Vice President, 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**

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**ADMINISTRATIVE OFFICE:**

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

**Equitable Financial Life Insurance Company of America  
2999 North 44th Street, Suite 250, Phoenix, Arizona 85018  
(866) 274-9887**

WE WILL NOTIFY YOU OF ANY CHANGE IN OUR ADDRESS

## SCHEDULE OF BENEFITS

<b>POLICYHOLDER:</b>	Toppan Interamerica, Inc.	<b>POLICY NUMBER:</b>	017246
<b>POLICYHOLDER'S ADDRESS:</b>	1131 Highway 155 S Mcdonough, GA 30253	<b>POLICY ANNIVERSARY DATE:</b>	January 1 of each year, beginning in 2025
<b>STATE OF POLICY ISSUE:</b>	Georgia	<b>DEPARTMENT OF INSURANCE PHONE NUMBER:</b>	(404) 656-2056
<b>CERTIFICATE EFFECTIVE DATE:</b>	As reported to Us by the Policyholder		
<b>ELIGIBLE CLASS(ES):</b>	Class 1: All Active Full Time Employees working at least 30 hours per week.		
<b>ELIGIBILITY WAITING PERIOD:</b>	<p>If You are working for the Policyholder on the effective date - the waiting period is 0 continuous day(s).</p> <p>If You are working for the Policyholder after the effective date - the waiting period is the first of the month following 30 continuous day(s).</p>		

## LIFE INSURANCE BENEFIT

<b>EMPLOYEE</b>	<b>SUPPLEMENTAL LIFE</b>	
	Life Insurance Benefit Amount	\$10,000 to \$500,000 in \$10,000 increments, not to exceed 5 times Basic Annual Earnings
	Guaranteed Issue Amount	\$100,000
	Minimum Benefit Amount	\$10,000
<b>SPOUSE</b>	<b>SUPPLEMENTAL LIFE</b>	
	Life Insurance Benefit Amount	\$5,000 to \$250,000 in increments of \$5,000, not to exceed 100% of Employee amount
	Guaranteed Issue Amount	\$20,000
	Minimum Benefit Amount	\$5,000
<b>DEPENDENT CHILD</b>	<b>SUPPLEMENTAL LIFE</b>	
	Life Insurance Benefit Amount	
	Live Birth to less than 15 days	\$500
	15 days to 26 years	\$5,000 to \$10,000 in \$5,000 increments
	Minimum Benefit Amount	\$5,000
<b>MINIMUM CONVERSION AMOUNT:</b>	\$10,000	

## SCHEDULE OF BENEFITS

### ADDITIONAL BENEFITS

#### ACCELERATED DEATH BENEFIT

Minimum Accelerated Death Benefit: \$10,000

Maximum Accelerated Death Benefit: lesser of \$250,000 or 75% of the Face Amount

Administrative Fee: \$0

#### WAIVER OF PREMIUM

### ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

EMPLOYEE	SUPPLEMENTAL AD&D	
	AD&D Principal Sum	100% of Life Insurance Benefit
	Minimum Principal Sum Amount	\$10,000
Spouse	SUPPLEMENTAL AD&D	
	AD&D Principal Sum	100% of Life Insurance Benefit
	Minimum Principal Sum Amount	\$5,000
Dependent Child	SUPPLEMENTAL AD&D	
	AD&D Principal Sum	
	Live Birth to less than 15 days	\$500
	15 days to 26 years	\$5,000 to \$10,000 in \$5,000 increments
	Minimum Principal Sum Amount	\$5,000

Percentages below are based on the AD&D Principal Sum unless otherwise noted.

	EMPLOYEE	SPOUSE	CHILD
ACCIDENTAL DEATH (COMMON CARRIER)	100% of AD&D benefit up to \$250,000	N/A	N/A
ACCIDENTAL DISMEMBERMENT:			
• Loss of Both Hands or Both Feet	100%	100%	100%
• Loss of One Hand or One Foot	50%	50%	50%
• Loss of One Hand and One Foot	100%	100%	100%
• Loss of One Limb	50%	50%	50%
• Loss of Sight in Both Eyes	100%	100%	100%
• Loss of Hearing in Both Ears	50%	50%	50%
• Loss of Sight in One Eye	50%	50%	50%
• Loss of Speech	50%	50%	50%
• Loss of Hand or Foot and Sight in One Eye	100%	100%	100%
• Quadriplegia	100%	100%	100%
• Hemiplegia	50%	50%	50%
• Paraplegia	75%	75%	75%
• Uniplegia	25%	25%	25%
• Loss of all Fingers on One Hand	25%	25%	25%
• Loss of all Toes on One Foot	25%	25%	25%

#### ADDITIONAL BENEFITS

#### AMOUNT OF BENEFIT

REHABILITATION/PHYSICAL THERAPY: lesser of incurred expenses or \$5,000

SEATBELT: \$10,000

## **SCHEDULE OF BENEFITS**

AIRBAG:

\$5,000

### **BENEFIT REDUCTION SCHEDULE**

Upon the Employee's attainment of the ages shown below, the Employee's and Dependent Spouse'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 but less than age 80	45%
Age 80 but less than age 85	30%
Age 85 and over	15%

Any reduction pursuant to this provision will take place on the next Policyholder anniversary date.

## 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 Policyholder's place of business an alternate place approved by the Policyholder, or a place to which the Policyholder's business requires the Employee to travel. An Employee will be deemed to be Actively At Work on weekends or Policyholder 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 any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account and does not include commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

**Any Occupation** means the material and substantial duties of any occupation for which the Insured is qualified by education, training or experience.

**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.

**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



## DEFINITIONS

- (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.

**Common Carrier** means any land, sea or air conveyance operated under a license for the transportation of passengers for hire.

**Confinement** means being an inpatient in a hospital or hospice facility due to sickness or Injury.

**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** means the Spouse and/or Dependent Child(ren) insured by the Policy.

**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.

**Dependent Child(ren)** means an individual who is under age 26 and is:

- (1) The Employee's biological child;
- (2) The Employee's legally adopted child;
- (3) The Employee's foster child from the time he or she is placed in the home;
- (4) The Employee's stepchild;
- (5) The child of the Employee's Civil Union partner;
- (6) The child of the Employee's Domestic Partner; or
- (7) A child under a court appointed guardianship.

In addition to the Children described above, any other child over whom the Employee has legal custody or legal guardianship or with whom the Employee has a legal relationship or a blood relationship may be covered to the same extent as a Child under this Certificate, provided the child depends on the Employee for most of his or her support and maintenance and resides in the Employee's household. A Child also includes any child required to be recognized as a Child under the laws of the state where the Policy and/or Certificate is delivered. We reserve the right to require that the Employee provide proof of legal custody, legal guardianship, support and maintenance, residency in the Employee's household, blood relationship or legal relationship.

A Dependent Child also includes any child, regardless of age, who is incapable of self-sustaining employment by reason of mental or physical disability and became so incapacitated prior to age 26. Proof of disability must be sent to Us within 31 days after the child attains age 26, and at reasonable intervals at our request, but not more often than annually after the two- year period following the child's 26<sup>th</sup> birthday.

Any coverage provided to Dependent Children under this Certificate shall continue after age 26 while such child remains incapable of self-sustaining employment because of the disability and otherwise continues to

## DEFINITIONS

meet the definition of Dependent Child. The Conversion Right provision describes the Child's right to convert if insurance under this Certificate terminates.

Any person insured as an Employee under the group Policy may not also be insured as a Dependent Child.

**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); 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** 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 or Dependent 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.

## DEFINITIONS

**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, or the loss of the thumb and index finger of the same 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 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.

**Material and Substantial Duties** means duties that:

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

**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 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 who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not the Insured or Insured's Spouse or Related to the Insured or Insured's Spouse by blood or marriage.

**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** means the group entity named on the Schedule of Benefits.

**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

## DEFINITIONS

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 is legally married. Any person insured as an Employee under the group Policy may not also be insured as a Spouse. 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.

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

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

**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.

**Dependent Eligibility:** An Employee's Dependents become eligible for coverage on the later of the following:

- 1) The date the Employee becomes insured under the Policy
- 2) The date the Employee first has an eligible Dependent.

**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.

**Dependent's Effective Date of Insurance:** A Dependent's insurance becomes effective on the latest of the following dates:

- 1) The Employee's effective date of insurance;
- 2) The date the Employee elects coverage which include Dependents and the first premium for the Dependent's coverage is paid;
- 3) The date We approve the application for insurance and any required Evidence of Insurability.

Any additional child(ren) that meet the definition of a Dependent Child after this Certificate is in force shall become insured hereunder as of the date they meet the definition.

No Dependent may be covered by more than one Employee.

**Exception:** We will postpone the effective date of a Dependent Child's (other than a newborn) or Spouse's coverage if, on that date, he is confined to a hospital or other health care facility or is home-confined or unable to perform two or more Activities of Daily Living (ADLs).

In that case, coverage will not become effective until:

- 1) The day after the date after his discharge from such facility or his home confinement ends.
- 2) He no longer requires assistance with two or more Activities of Daily Living.

If a Dependent was covered under a prior plan as of the Policy Effective Date, this language will not apply to the amount of coverage that was in force with the prior plan.

### Evidence of Insurability

Evidence of Insurability is required if the Employee or the Employee's Spouse:

- 1) Is a Late Applicant, which means that insurance was requested more than 31 days after the date the Employee or the Spouse 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.

## ELIGIBILITY

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:

- 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.

If any Dependent Spouse and Child(ren) were 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 the Dependent Spouse and Child(ren) are confined in a hospital, nursing home or hospice facility, or unable to perform 2 ADL's on the date the insurance would otherwise become effective, then the coverage amount shown in the Schedule of Benefits will not apply.

Instead, such Dependent Spouse and Child(ren) 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.

## ELIGIBILITY

Such Dependent Spouse and Child(ren) will remain insured up to the coverage amount determined by this provision until the first of the following to occur:

- 1) He is no longer confined in a hospital, nursing home or hospice facility;
- 2) He is able to perform all ADL's;
- 3) The date the Employee's insurance terminates for a reason stated under the Termination provision;
- 4) The last day of a period of standard 12 consecutive months which begins on the Policy Effective Date; or
- 5) The last day the Dependent Spouse and Child(ren) 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 and his Dependents insurance. The Policyholder will provide instructions.

## **Evidence of Insurability**

Evidence of Insurability is required if the Employee or the Employee's Spouse:

- 1) Is a Late Applicant, which means that insurance was requested more than 31 days after the date the Employee or the Employee's Spouse is eligible;
- 2) Elects an increase in coverage, except as provided for in the Initial Open Enrollment period and 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 Policyholder 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;
- 2) During the Initial Open Enrollment period as defined below;
- 3) During the Limited Annual Open Enrollment period as defined below

**Initial Open Enrollment:** There will be an initial open enrollment period. Evidence of Insurability will not be required during this open enrollment period for Late Applicants unless The Employee elects an amount of Supplemental Life Insurance on himself or his Spouse over the Guaranteed Issue amount shown in the Schedule of Benefits. Certificate for enrollments which take place during the open enrollment period will be effective as of the Policy's Effective Date.

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

**Limited Annual Open Enrollment:** During the Limited Annual Open Enrollment period, the Employee may increase or add coverage on himself or his Spouse up to 2 increment(s) without Evidence of Insurability. Any amount above 2 increment(s) will require Evidence of Insurability. The Employee may also increase coverage on his Child(ren) without Evidence of Insurability.

If the Employee or the Employee's Spouse has had an Evidence of Insurability application which was previously declined, he is excluded from this open enrollment period. If the Employee or the Employee's Spouse 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.

### **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) For purposes of this benefit, the death benefit available for acceleration does not include any accidental death benefits or any benefits payable upon the death of any person other than the Insured diagnosed as Terminally Ill or with a Qualifying Condition;
- 4) 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.
- 5) 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.
- 6) You may choose the option to receive Your benefit in a lump sum payment, which will be due immediately upon receipt of due written proof.

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 greater of the following:

- 1) the yield on a 90-day treasury bill; or
- 2) the Moody's Corporate Bond Yield Averages-Monthly Average Corporates published by Moody's Investors Service, Inc., or successor thereto, for the calendar month ending two months before the date of application for an accelerated payment. If such averages are no longer published, we will use such other averages as permitted by the Interstate Insurance Product Regulation Commission.

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 certificateholder and any assignee of record or Irrevocable Beneficiary of record demonstrating the amount of accelerated death benefit payment and 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 certificateholder 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

# LIFE INSURANCE BENEFITS

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 and will not reduce any accidental death and dismemberment benefits provided in or with this Certificate. Payment of an accelerated death benefit is not conditioned upon receipt of long-term care or medical services and will be made in a single lump sum.

Any Accelerated Death Benefit payment will be made to You. If an Insured Person dies after the certificateholder elects to receive any Accelerated Death Benefit payment but before any such payment is received, the election shall be cancelled and the Death Benefit paid pursuant to the terms of this Certificate.

## Qualifying Conditions

To qualify for this benefit, the Insured must:

- 1) Have a Terminal Illness; or
- 2) Be unable to continuously perform two Activities of Daily Living (ADL), without substantial assistance; or
- 3) Have a Cognitive Impairment.

Any Activity of Daily Living the Insured is not able to perform, without substantial assistance, prior to the Certificate Effective Date will not be considered for qualifying for this benefit.

### 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.

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.

### Activities of Daily Living (ADL) and Cognitive Impairment - Proof of Qualifying Conditions

If the Insured's life insurance benefit is scheduled to reduce or terminate within 90 days prior to the end of the period of the qualifying condition as defined in this Certificate 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.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

**Below are descriptions of the AD&D benefits that are available to the Insured covered under this Certificate.** The end of the Accidental Death and Dismemberment benefit period shall not prejudice the payments of any benefits for any accident that occur while the benefit is in effect under the Certificate.

**Accidental Death Benefit (Common Carrier):** We will pay the Common Carrier Benefit if:

- 1) The Insured dies as a direct result of an Injury sustained in an Accident while a fare paying passenger on a Common Carrier, or as a result of being struck by a Common Carrier; and;
- 2) The Accidental Death Benefit is payable; and
- 3) Death occurs within 365 days of the covered Accident which caused the Injury.

The Common Carrier Benefit Amount is shown in the Schedule of Benefits.

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

- 1) The Insured 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.

**Rehabilitation/Physical Therapy Benefit:** We will pay the Rehabilitation and Physical Therapy Benefit if:

- 1) the Insured is Injured; and
- 2) the Accidental Dismemberment Benefit is payable; and
- 3) the Insured requires physical or rehabilitative therapy treatment for the dismembering Injury. Physical or rehabilitative therapy must be prescribed by a Physician, rendered by a licensed physical or rehabilitative therapist in a medical facility and completed by the Insured.

The Rehabilitation and Physical Therapy Amount is shown in the Schedule of Benefits.

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

- 1) The Insured 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 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 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 was seated; and
- 4) The Insured 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.

## EXCLUSIONS

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

- 1) caused or contributed to by disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
- 2) caused or contributed to by an infection not occurring as a direct result or consequence of the Accidental bodily Injury;
- 3) caused or contributed to by the Insured's suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane;
- 4) caused or contributed to by the Insured's travel in or descent from an aircraft, if the Insured acted in a capacity other than as a passenger;
- 5) caused or contributed to by the Insured's travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond the earth's atmosphere;
- 6) declared or undeclared war, or any act of war, or any conflict involving the armed forces of one or more countries;
- 7) caused or contributed to by the Insured's active participation in a riot, insurrection, or terrorist activity;
- 8) while the Insured is incarcerated;
- 9) caused or contributed to by the Insured's committing or attempting to commit a felony or illegal activity ("felony" is defined by the law of the jurisdiction in which the activity takes place);
- 10) caused or contributed to by the Insured's voluntary intake or use of any drug, unless prescribed or administered by a Physician and taken in accordance with the Physician's instructions, an over the counter drug taken in accordance with the manufacturer's instructions, or the voluntary inhalation of poison, gas, or fumes except as the direct result of an occupational Accident;
- 11) caused or contributed to by the Insured's intoxication as defined by the jurisdiction where the Accident occurred;
- 12) caused or contributed to by the Insured's riding or driving an air, land or water vehicle in a race, exhibition, speed, stunt or endurance contest;
- 13) caused or contributed to by the Insured's bungee jumping, rock climbing, mountain climbing, hang-gliding, skydiving, parachuting, ultralight, soaring, ballooning and parasailing.

## 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 third 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. The *Company* has the right to suspend payment of claims incurred during the grace period.

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 60<sup>th</sup> birthday; and
- 3) The Employee has been continuously Totally Disabled for at least 9 months, during which time premiums were paid as due. If Total Disability starts during a grace period, the premium due must be paid before any premiums will be waived; and
- 4) Proof of 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 9 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**

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.

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. Proof of Loss includes supporting documentation that Total Disability continued without interruption from the date the Waiver of Premium benefit started to the date of death.

At the end of the Waiver of Premium benefit period You may convert Your coverage in effect under this Certificate unless at such time the Employee has returned to Active Work in an eligible class and becomes insured under the policy, or unless the Employee has already converted the life insurance or portion thereof.

# TERMINATION

**Termination of Employee's Coverage:** The Employee's coverage will terminate upon the earliest of the following:

- 1) The Employee's Written Request to terminate;
- 2) The date the Certificate lapses due to nonpayment of premium;
- 3) The date the Employee converts any part of the Face Amount;
- 4) The date the Employee is no longer a member of an Eligible Class;
- 5) The date the Policy terminates; or
- 6) The Employee's death.

**Termination of Dependents' Coverage:** The Dependents' coverage will terminate upon the earlier of the following:

- 1) The date the Employee's coverage terminates;
- 2) The date the Dependent no longer meets the definition of Spouse or Dependent Child, as defined in the Certificate.

**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.
- 3) Upon written request from a certificateholder;
- 4) The end of the period for which the last premium has been paid for a Covered Person, in accordance with the provisions of the certificate;
- 5) The date any required fee for the accelerated death benefit is not paid, in accordance with the provisions of the form.
- 6) The date the person ceases to be in an eligible class under the certificate.

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

**Suspension of Coverage During Military Service:** We will suspend the Insured's insurance on the date he or she goes on active duty in the military service of any country or international authority. Such duty will not include temporary active duty by reservists for military training that lasts 90 days or less. We will refund that part of any premium paid for the period of such suspension.

An Insured can place his insurance back in force without Evidence of Insurability as of the date of his or her discharge. To do so, he must apply in writing and pay the premium, both within 90 days of his discharge.

We will base premium for such reinstated coverage on the Insured's age and class of risk when insurance was suspended. If the Insured was disabled on or before the date of discharge, he must have recovered for at least 6 months before We will cover a later disability from the same cause.

## 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 ceases Active Work 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 Insureds 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 an 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 Waiver of Premium benefit ends, unless at that time the certificateholder has returned to Active Work or unless the certificateholder has already converted the Face Amount or a portion thereof;
- (3) the certificateholder's employment ends;
- (4) the certificateholder's portability coverage ends;
- (5) the Policy ends; or
- (6) the certificateholder's coverage under the Policy is reduced because the Employee changes from one eligible class to another or due to a Policy change.

The certificateholder may convert all or part of any Dependent's Face Amount to an individual permanent life insurance policy without submitting Evidence of Insurability if the Dependent's coverage ends for any reason other than:

- (1) non-payment of premium; or
- (2) because the Dependent no longer meets the definition of Spouse or Child (however, such Spouse or Child may exercise this conversion right on his or her own behalf).

The certificateholder may also convert the Dependent's Face Amount if it is reduced because the Employee changes from one eligible class to another or due to other Policy change.

The new policy will be a permanent plan of insurance offered by Us or another insurance company chosen by Us at the time of conversion. Any Accelerated Death Benefit, Waiver of Premium Benefit or Accidental Death & Dismemberment Benefits or other supplemental benefits will terminate upon conversion and will not be included in the conversion policy.

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

- (1) the amount converted cannot be less than the Minimum Conversion Amount shown in the Schedule of Benefits;
- (2) 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 31 days after the date the Insured Person's coverage ended or was reduced;
- (3) application for conversion must be requested within 31 days after the Insured Person's coverage is terminated or is reduced as described above; and
- (4) 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 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. However, in no event will the right to convert extend beyond 60 days after the end of the conversion period. 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, the Insured Person's life insurance will continue under the terms of this Certificate. If the Insured Person dies during the conversion period, We will pay the amount of life insurance, exclusive of additional benefits, that the certificateholder was entitled to convert under the terms of this Certificate. If application and premium payment has been made for the conversion policy, any premiums paid for the conversion policy will be refunded. 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

## CONVERSION OPTION

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 and the Insured Person's Attained Age. 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 after the conversion period ends.

## 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; and
- 2) The Insured is under age 65 on the day the Portability coverage would take effect; and
- 3) The first premium is paid within 31 days of the earlier of the date the Insured is no longer Actively at Work or the Policy termination date.

Premiums due will be paid 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.

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.

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 Dependent is under age 65 on the day the Portability coverage would take effect; and
- 4) The first premium is paid within 31 days of the date the Employee is no longer Actively at Work.

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.

### **Amount of Portable Insurance**

The combined amounts of insurance purchased under this Portability provisions and the Conversion Right provision cannot exceed the amount in effect under this Certificate on the day before Your employment terminates.

Coverage under the Portability Policy will end on the latest of the following dates.

- 1) The date We cancel coverage for the Employee's class.
- 2) The day after the end of the period for which premiums are paid.
- 3) The date an Employee is age 70.

If the Insured Insured Spouse or Insured Dependent Child dies during the 31-day period, and We have not received an application for Portability coverage, Life Insurance benefits will be paid under the Policy in accordance with the Conversion provision. The Life insurance amount payable will be equal to the maximum amount the Insured could have otherwise converted. 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 the Portability coverage will be refunded. In no event will We be required to pay the Death Benefit under both the Conversion and Portability provisions of the Certificate.

## 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 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, 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 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](mailto:ebcustomerservice@equitable.com). The notice should include the name of the Insured and the Policy number.

**Claim Forms:** We will furnish the Insured 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 with forms for submitting proof of loss within 15 days after We receive notice of claim. If We do not, the Insured 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 and proof of the claimant's interest in the Death Benefit. For Accidental Death and Dismemberment benefits, written proof should be given to Us within 90 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 and in no event (except in the absence of legal capacity) later than one year after the date of such loss.

**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 it was 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, Insured Dependent Spouse and Insured Dependent Child, 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.

### **Conformity with Interstate Insurance Product Regulation Commission Standards:**

This Certificate was approved under the authority of the Interstate Insurance Product Regulation Commission (IIPRC) and issued under the IIPRC standards. Any provision of the Certificate that on the provision's effective date is in conflict with IIPRC standards for this product type is hereby amended to conform to IIPRC standards for this product type as of the provision's effective date.

## GENERAL PROVISIONS

**Contract Changes:** The terms and provisions of the Policy and Certificates may be changed, at any time, without the consent of the Insured 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 IIPRC. Any changes will be consistent with IIPRC standards. No change to this Certificate 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 Certificate or waive any of its provisions. No rider, endorsement or amendment will affect the insurance provided under Certificates until the effective date of change, unless retroactivity is required by the IIPRC. Any rider, endorsement or amendment affecting the Insured will be provided to the Employee for attachment to this Certificate.

**Entire Contract:** Insurance for the Insured is provided under the Policy. The entire contract with the Policyholder includes the Policy, the Policyholder'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 the Insured will be deemed a representation and not a warranty. No statements will be used to avoid insurance, reduce benefits or defend a claim unless it has been signed by the Insured and a copy of the statement has been given to the Insured or to the Insured's Beneficiary. No such statement will be used to contest this Certificate after it has been in force for two years from its Effective Date, or date of reinstatement if applicable, except in the case of fraud we are allowed by the state where the Certificate is delivered or issued for delivery. 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; and
- 2) No legal action may be brought after three years from the time when written proof of loss is required to be given.

**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.

**Misstatement of Smoking Status:** If the smoking status of the Insured has been misstated in the application or any application amendment, We will adjust the amount payable upon the Insured's death to be the amount that the premium would have purchased using the correct smoking status.

**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.



**GROUP TERM LIFE  
INSURANCE CERTIFICATE**

**Equitable Financial Life Insurance Company of America  
HOME OFFICE: 2999 North 44th Street, Suite 250  
Phoenix, Arizona 85018  
(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?
<b>For our everyday business purposes, and those of your financial professional —</b> such as processing your transactions, maintaining your account(s), responding to court orders and legal investigations, or reporting to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer you our products and services	Yes	Yes
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliated companies to market to you</b>	No <sup>1</sup>	We don't share

<sup>1</sup> 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
- Make a financial transaction
- Purchase products
- Make a claim
- Request information about a product or marketing materials

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](https://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

# Group Employee Benefits Producer Compensation Notice

**Regular Mail:**  
Equitable  
Employee Benefits Group  
P.O. Box 4728  
Syracuse, NY 13202

**Express Mail:**  
Equitable  
Employee Benefits Group  
(34-1)  
100 Madison Street  
Syracuse, NY 13202



# EQUITABLE

**Equitable Financial Life Insurance Company\***  
**Equitable Financial Life Insurance Company**  
**of America\***

**For Assistance Call (866) 274-9887**

## **PRODUCER COMPENSATION NOTICE**

Equitable<sup>1</sup> utilizes the services of brokers, advisors, and consultants (collectively, “Producers”) in connection with the sale of our Employee Benefits products. We believe that the expertise of these Producers is valuable to our customers, and so Equitable provides compensation to these Producers for their services. A Producer may receive one or more of the compensation types listed below in connection with the sale of Equitable Employee Benefits products to you and/or your employees.<sup>2</sup>

**Base Compensation** – this compensation, which varies by product, is payable as a percentage of annual premium on a pre-defined flat commission scale or on a graded schedule under which the commission percentage decreases as the annual premium increases.

**Supplemental Compensation** – this compensation, which is payable only in connection with sales of certain Equitable Employee Benefits products, is payable to all Producers other than advisors who meet certain pre-defined annual sales thresholds. This compensation is also payable as a percentage of annual premium on a pre-defined flat commission scale or on a graded schedule; however, unlike base compensation, under the supplemental compensation graded schedule, the commission percentage increases as the annual premium increases. Persistency Bonus – Producers may also qualify for an additional bonus payment based on the persistency of their in-force block. Persistency is the percentage of in-force business that is retained year over year.

The payment of supplemental compensation as to any particular sale does not affect the cost of the product purchased because the cost of supplemental compensation is considered part of the overhead expenses for all of Equitable’s Employee Benefits products.

For more information about Equitable’s Producer Compensation Program for its Employee Benefits products, please email [ebappointments@equitable.com](mailto:ebappointments@equitable.com).

<sup>1</sup> Equitable is the brand name of Equitable Holdings, Inc. and its family of companies, including Equitable Financial Life Insurance Company (Equitable Financial) (NY, NY) and Equitable Financial Life Insurance Company of America (Equitable America), an AZ stock company. Equitable’s Employee Benefits products are issued by either Equitable Financial or Equitable America. Equitable Financial or Equitable America are each responsible for their respective obligations, which are backed solely by each company’s respective claims-paying abilities.

<sup>2</sup> Note that Producers or their affiliates may have other relationships with Equitable unrelated to the sale of Equitable Employee Benefits products as to which those Producers may receive separate compensation from Equitable.

<sup>3</sup> Advisors may be eligible to receive supplemental compensation on a case-by-case basis.

