

# WELCOME PACKET

important  
information about  
your benefits



**EQUITABLE**

**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 Member'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 Members. 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.

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

**POLICYHOLDER:** Birmingham Plumbers & Steamfitters  
Local 91 Health & Welfare Plan

**POLICY NUMBER:** 010696

**POLICY ANNIVERSARY DATE:** July 1 of each year, beginning in 2022

**POLICYHOLDER'S ADDRESS:** 3648 9th Ave North, Suite 3  
Birmingham, AL 35222

**STATE OF POLICY ISSUE:** Alabama

**DEPARTMENT OF INSURANCE PHONE NUMBER:** (334) 269-3550

**CERTIFICATE EFFECTIVE DATE:** As reported to US by the Policyholder

**ELIGIBLE CLASS(ES):** Class 1: All Members in good standing

**ELIGIBILITY WAITING PERIOD:** 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 0 continuous day(s).

## LIFE INSURANCE BENEFIT

**MEMBER** BASIC LIFE

Life Insurance Benefit Amount	\$25,000
Guaranteed Issue Amount	\$25,000

**MINIMUM CONVERSION AMOUNT:** \$10,000

## 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**

## SCHEDULE OF BENEFITS

### ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

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

ACCIDENTAL DEATH (COMMON CARRIER)	MEMBER 100% of AD&D benefit up to \$250,000
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#### 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 Member's attainment of the ages shown below, the Member's Life Insurance Scheduled Benefit Amount(s) 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.

**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.

**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 Member has designated to receive the Death Benefit in the event of death.

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

## DEFINITIONS

**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.

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

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

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

**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 a Member 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 Member and the Member'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.



## DEFINITIONS

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

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

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

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

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

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

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

**Member** means for eligibility purposes, a Member of the Policyholder in one of the "Classes of Eligible Members."

**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

## DEFINITIONS

4) not the Insured or Related to the Insured 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.

**Quadriplegia** means the Paralysis of all four Limbs.

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

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

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

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

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

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

**Uniplegia** means the paralysis of one limb.

**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 Member as specified on the Schedule of Benefits.

# ELIGIBILITY

## When a Member First Becomes Eligible

A Member, who is in an eligible class on or after the Policy Effective Date, will be eligible for the insurance provided by the Policy on the later of the:

- 1) Policy Effective Date; or
- 2) first day of the Benefit Quarter coincident with or next following, the date on which the Member has been employed by one or more Participating Employers for a period of one Eligibility Quarter or two consecutive Eligibility Quarters provided he or she has worked at least 350 hours for one or more Participating Employers during the required period.

ELIGIBILITY QUARTERS (WORK)	BENEFIT QUARTERS
January 1 - March 31	June 1 - August 31
April 1 - June 30	September 1 - November 30
July 1 - September 30	December 1 - February 28
October 1 - December 31	March 1 - May 31

## Continuation of Eligibility

- 1) Once insured, a Member will continue to be eligible for succeeding Benefit Quarters provided he or she has worked at least 350 hours for one or more Participating Employers in the previous Eligibility Quarter.
- 2) Any hours worked in excess of the required 350 hours during an Eligibility Quarter, will be held in an account called an Hour Bank. Such hours will then be used to continue a Member's eligibility as an active full-time member, if he or she fails to work the required 350 hours in a subsequent Eligibility Quarter. The hours in a Member's Hour Bank may not exceed a maximum of 700 hours at any one time.

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

- 1) The required premium is paid or, if the Member 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

## Evidence of Insurability

Evidence of Insurability is required if the Member:

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

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

# ENROLLMENT

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

## LIFE INSURANCE BENEFITS

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

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

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

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

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 consequences.

# LIFE INSURANCE BENEFITS

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, or 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 Member is not responsible for the cost of premiums, the Policyholder may not require the Member to contribute to the cost of insurance, except where necessary for the Policyholder to comply with applicable tax law. If the Member is responsible for some or all of the cost of premiums, the maximum amount that a Member 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 second 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 Member 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 Member instead of the Policyholder.

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

- 1) TheMember is Totally Disabled; and
- 2) Total Disability begins before the Member's 60<sup>th</sup> birthday; and
- 3) TheMember 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 Member 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 Member and Us.

## PREMIUM PAYMENTS

We will send notice advising whether the Member 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 Member'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 Member 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 Member has returned to Active Work in an eligible class and becomes insured under the policy, or unless the Member has already converted the life insurance or portion thereof.

## TERMINATION

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

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

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

- 1) The date the Insured's Life coverage ends under the Certificate;
- 2) The date the Policy ends.
- 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 Member's death;
- 2) The date the Member is no longer Totally Disabled;
- 3) The date the Member 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 Member 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 due to Federal Family and Medical Leave Act (FMLA):** Federal law requires that Eligible Members 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 policyholder will have details regarding continuation of coverage during a leave pursuant to the FMLA.

## CONTINUATION

If the Member's Policyholder is an Eligible Policyholder 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 Member 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 Policyholders are required to allow 12 work weeks of unpaid leave during any 12-month period to Eligible Members for one or more of the following reasons:

- 1) The birth of a child of an Eligible Member and in order to care for the child;
- 2) The placement of a child with the Eligible Member for adoption or foster care;
- 3) To care (physical or psychological care) for the Spouse, Child, or parent of the Eligible Member, if they have a "serious health condition";
- 4) A "serious health condition" that makes the Eligible Member 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 forced members, reserve members, National Guard members, and members in contingency operations, as defined under federal law.

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

An Eligible Member's terminated coverage may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA).

### **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 a Member'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 Member 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 Member 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 Policy ends; or
- (5) the certificateholder's coverage under the Policy is reduced because the Member changes from one eligible class to another or due to a 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 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.

## 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;

## CLAIMS PROVISION

- the appointment and qualification of trustees, executors and administrators; and
- 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 Member welfare benefit plan governed by the Member 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 Member's rights under this Certificate may be assigned while the Member is alive. To do so, the Member 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 Policyholder, or a person or entity designated by the Policyholder 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, 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

## GENERAL PROVISIONS

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 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 Member 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.**