

**GROUP TERM LIFE INSURANCE
CERTIFICATE**

**AXA EQUITABLE LIFE INSURANCE COMPANY
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104
(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 Insured Persons' applications and payment of premium when due. We agree to pay the benefits described in this Certificate subject to all terms, conditions and limitations outlined in the Policy and this Certificate. The Policy provides term life insurance to eligible certificateholders. You may review the Policy by notifying Us in writing that you wish to do so.

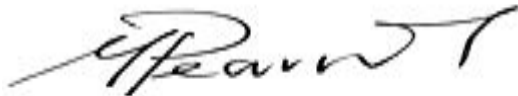
Any Insured Person's rights under the Policy shall not be less than those provided by the Certificate. The Policy permits the group Policyholder to change, reduce, restrict or terminate the Certificateholder's rights or benefits under the Policy without the Certificateholder's consent. Such change, reduction,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

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

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

This Certificate includes an Accelerated Death Benefit. The Death Benefit and premium 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. Optionally Renewable each Year. Coverage is non-contributory. Premiums may change on renewal. Nonparticipating.



Mark Pearson, Chairman of the Board
and Chief Executive Officer



Dave S. Hattem, Senior Executive Director,
Secretary and General Counsel

A note on capitalization in this certificate:

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

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(866) 274-9887

Fraud Warning

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

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

California: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule of Benefits

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

CERTIFICATEHOLDER: Eligible Employee CERTIFICATE As reported to US by
DATE: the Policyholder

ELIGIBLE CLASS(ES): Class 1: Active Full Time Employees working at least 17.5 hours per week

INSURED PERSONS: Eligible Employee

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

LIFE INSURANCE BENEFIT:

CERTIFICATEHOLDER: BASIC - The coverage is 1 times Basic Annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof, not to exceed \$500,000

Basic Annual Earnings means an Employee's annual wage or salary as reported by the Employer, for work performed for the Employer, as of the date the covered loss occurs. It includes earnings received from bonuses and commissions but not overtime pay or other extra compensation.

Commissions will be averaged for the 12 months just prior to the date of the covered loss, or the months employed if less than 12 months.

The Maximum Guaranteed Issue Amount(s) of Insurance for Insured Persons are as follows:

CERTIFICATEHOLDER: \$500,000

MINIMUM CONVERSION AMOUNT: \$10,000

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

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

PARTICIPATING EMPLOYER ADDRESS: 198 College Hill Road
Clinton, NY 13323
(315) 859-4689

Schedule of Benefits

STATE OF POLICY ISSUE: New York

DEPT. OF (518) 474-4567
INS. PHONE
NUMBER:

ELIGIBILITY PERIOD: 0 Day(s) if You are Actively at Work for the Policyholder on the Policy Effective Date; or
0 Day(s) if You start working for the Policyholder after the Policy Effective Date.

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

AXA Equitable Life Insurance Company
525 Washington Blvd., 22nd Floor
Jersey City, NJ 07310
Customer.Relations@axa-equitable.com
1-212-314-3941

WE WILL NOTIFY YOU OF ANY CHANGE IN OUR ADDRESS.

ADDITIONAL BENEFITS

ACCELERATED DEATH BENEFIT

Basic Minimum Accelerated Death Benefit: \$10,000

Maximum Accelerated Death Benefit: lesser of \$500,000 or 75% of the Face Amount

Administrative Fee: \$0

WAIVER OF PREMIUM

BENEFIT REDUCTION SCHEDULE

Life Insurance Benefits and Accidental Death & Dismemberment Benefits for any Insured Person will automatically reduce on the first of the month following the Insured's attainment of the ages shown below. Your amount of insurance will be reduced to the percentage of the Scheduled Benefit shown below:

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

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

AD&D BENEFIT AMOUNT: CERTIFICATEHOLDER
100% of the Life Insurance
Benefit

Percentages below are based on this amount, unless otherwise noted.

ACCIDENTAL DEATH: 100%

ACCIDENTAL DISMEMBERMENT:

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

BURN BENEFIT:

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

Full thickness third degree burns (except sunburns) over:

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

CHILD EDUCATION:

- Benefit Amount Lesser of 5% or \$5,000
- Maximum Benefit Period 4years
- Maximum Education Benefit Amount \$20,000

COMA:

- Monthly Coma Benefit 1% of AD&D Principal Sum
- Maximum Benefit Period 12 Months

DAY CARE:

- Annual Day Care Benefit Lesser of 3% or \$2,000
- Maximum Day Care Benefit \$8,000

EXPOSURE AND DISAPPEARANCE: Included

REPATRIATION: \$5,000

SEATBELT: \$10,000

AIRBAG: \$5,000

SPOUSE TRAINING:

- Benefit Amount Lesser of 5% or \$5,000
- Maximum Benefit Period 4years
- Maximum Education Benefit Amount \$20,000

Definitions

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

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

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

Beneficiary means the person You have designated to receive the Death Benefit in the event of Your death.

Certificate Date means the date on which an Insured Person first becomes insured for 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) You acquire or lose a Spouse;
- (2) You acquire a Dependent Child; or
- (3) Your Spouse is no longer employed, resulting in a loss of group insurance.

Civil Union means a state sanctioned and/or recognized union of two eligible individuals of the same 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.

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

Dependent Child or Children means an individual, dependent on You for most of his or her support and maintenance, who is under age 26 and is:

- (1) Your biological child;
- (2) Your legally adopted child;
- (3) Your stepchild;
- (4) the child of Your Civil Union partner;
- (5) the child of Your Domestic Partner; or
- (6) a child under a court appointed guardianship.

In addition to the Dependent Children described above, any other child over whom You have legal custody or legal guardianship or with whom You have a legal relationship or a blood relationship may be covered to the same extent as a Dependent Child under this Certificate, provided the child depends on You for most of his or her support and maintenance and resides in Your household. A Dependent Child also includes any child required to be recognized as a Dependent Child under the laws of the state where the Policy and/or Certificate is delivered.

A Dependent Child also includes any child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation as defined in the mental hygiene law, or physical handicap and became so incapacitated prior to age 26. Such child must be chiefly dependent upon you for support and maintenance or institutionalized because of mental or physical handicap.

DEFINITIONS CONTINUED

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

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

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

Eligible Employee means an employee in one of the classes of Eligible Employees.

Evidence of Insurability means information about an Insured Person We use to determine eligibility, or coverage, or to reinstate the Certificate.

Evidence of Insurability is required if You:

- (1) are a late applicant, which means that You requested insurance more than 31 days after the date You are eligible;
- (2) voluntarily canceled Your insurance and are reapplying;
- (3) apply after any of Your coverage ended because You did not pay a required contribution; or
- (4) have not met a previous Evidence of Insurability requirement to become insured under any plan the Participating Employer has with Us.

Any Life Insurance which is in excess of the Maximum Guaranteed Issue Amount or is subject to Evidence of Insurability shall become effective on the date We approve evidence that the person is insurable, subject to any applicable waiting period.

Face Amount means the total amount of life insurance available for an Insured Person. These amounts are shown in the Life Insurance Benefits section of the Certificate Information page.

Immediate Family means any Insured Person'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 an Insured Person 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. See the "Exclusions" provision for injuries not covered.

Insured Person means the person(s) covered under Individual, Individual/Spouse Only, One-Parent Family, or Two-Parent Family coverage.

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.

Maximum Guaranteed Issue Amount means the amount of insurance We will issue without requiring Evidence of Insurability.

DEFINITIONS CONTINUED

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

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

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

Prior Plan means the group life insurance policy carried by the Participating Employer on the day before the Policy Effective Date and will only include the portion of coverage under any such policy which is transferred to Us.

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.

Spouse means the person to whom You are legally married, Your Domestic Partner, or Your Civil Union partner. Any person insured as a certificateholder under the group Policy may not also be insured as Spouse.

Terminal Illness means a medical condition 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 (a) for the first two years after the start of disability, keeps the Insured Person from doing all of the substantial and material duties of their own occupation and (b) after premiums have been waived for two years, keeps the Insured Person from doing all of the substantial and material duties of any occupation for which he or she is suited given his or her education, training or experience.

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

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

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

Definitions

Accidental Death & Dismemberment Benefits

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.

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

Hemiplegia means the Paralysis of both limbs on either side of the body.

Limb means the Insured Person's arm or leg.

Paraplegia means the paralysis of both legs.

Quadriplegia means the Paralysis of all four Limbs.

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.

Eligibility

Certificateholder Eligibility: You must be in the class or classes shown in the Schedule of Benefits to be eligible for coverage. You become eligible for coverage on the latest of the following:

- (1) the Policy Effective Date; or
- (2) the date You become a member of an eligible class; or
- (3) the date you complete the eligibility period shown in the Schedule of Benefits.

Enrollment: For Basic Life Insurance, the Participating Employer will automatically enroll You for the Basic Life Insurance Amount. You will need to complete a Beneficiary Designation form if you want to choose Your Beneficiary. The Participating Employer will provide instructions. You may be required to provide Evidence of Insurability.

If You do not enroll for Your coverage within 31 days after becoming eligible or if You were eligible to enroll under a Prior Plan and did not do so, You may enroll without Evidence of Insurability only:

- (1) during an enrollment period designated by the Participating Employer; or
- (2) within 31 days of the date You have a Change in Family Status.

If you enroll for Your coverage more than 31 days after becoming eligible, You will be required to provide Evidence of Insurability.

Effective Date: Your insurance becomes effective on the Certificate Date shown on the Schedule of Benefits, if:

- (1) the required premium is paid or, if You are responsible for premiums, You have authorized premium payment; and
- (2) You have provided Evidence of Insurability satisfactory to Us, if required; and
- (3) You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will be effective on the day You resume Active Work. The Actively at Work requirement is waived for individuals covered as retirees under the Policy.

Continuation Under A Prior Plan: If You 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 You are not able to meet the requirements of being Actively at Work, then the coverage amount shown in the Schedule of Benefits will not apply to You.

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

- (1) the amount of Life Insurance under the Prior Plan; or
- (2) the amount of Life 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.

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

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

Life Insurance Benefits

Below are descriptions of the life insurance benefits that are available to You 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 an Insured Person has died.

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

- (1) the Life Insurance Benefit Amount for the Insured Person, 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 Person dies; less
- (3) the amount of premium due to the end of the Policy month in which the Insured Person dies.

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

Reduction Schedule for Life Insurance Benefits: The Life Insurance Benefit Amount(s) payable with respect to an Insured Person will be reduced to the applicable percentage of Scheduled Benefit when the Insured Person attains each of the Ages shown in the Schedule of Benefits.

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

LIFE BENEFITS CONTINUED

Accelerated Death Benefit: If any Insured Person is diagnosed as having a Terminal Illness, You may submit a Written Request for payment of an Accelerated Death Benefit subject to the following conditions:

- (1) You provide satisfactory written proof from a Physician stating that the Insured Person has been diagnosed as being Terminally Ill. 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 You and Us;
- (2) The amount requested for acceleration may be no more than the Maximum Accelerated Death Benefit and must be at least the Minimum Accelerated Death Benefit;
- (3) No portion of this Certificate has been assigned and there are no Irrevocable Beneficiaries, unless We receive the assignee's or Irrevocable Beneficiary's consent to exercise this option.
- (4) We reserve the right to deduct an administrative fee from the Accelerated Death Benefit payment. The administrative fee, if any, is shown on the Schedule of Benefits.

Interest will be charged on the amount of the Accelerated Death Benefit and any unpaid premium we advance after an Accelerated Death Benefit payment. The interest rate at the time the Accelerated Benefit payment is made will not exceed the 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 state law.

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 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.

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

Any Accelerated Death Benefit payment will be made to You. If an Insured Person dies after the 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.

Accidental Death & Dismemberment Benefits

Below is a description of the benefits provided to You under the Accidental Death and Dismemberment benefit. Accidental Death and Dismemberment Benefits are not available if You are covered as a retiree.

Accidental Death Benefit: If any Insured Person dies as a direct result of an Injury, We will pay the Accidental Death Benefit Amount as shown in the Schedule of Benefits. Death must occur within 365 days of the covered Accident.

Accidental Dismemberment Benefit: If any Insured Person sustains an irrevocable dismemberment loss due to Injury, We will pay the applicable dismemberment benefit shown on the Schedule of Benefits. Loss must occur within 365 days of the date of an accident.

For purposes of this benefit:

- (1) Loss of a hand means that the hand is permanently severed at or above the wrist but below the elbow or that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb;
- (2) Loss of a foot means that the foot is permanently severed at or above the ankle but below the knee;
- (3) Loss of Limb means that the arm is permanently severed at or above the elbow or the leg is permanently severed at or above the knee.
- (4) Loss of sight means permanent and uncorrectable loss of sight in the eye that continues for at least 180 days following the date of the accident. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees;
- (5) Loss of speech means the entire and irrecoverable loss of speech that continues for at least 90 days following the date of accident;
- (6) Loss of hearing means entire and irrecoverable loss of hearing in both ears that continues for at least 90 days following the date of accident;
- (7) 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.
- (8) Loss of a toe means permanent severance of the toe through or above the second joint from the tip of the toe.

Burn Benefit: If, due to Injury, an Insured Person sustains third degree (full thickness) burns, we will pay the amount shown in the Schedule of Benefits. The Insured Person must seek treatment for the burn within 90 days of sustaining such burn. The Burn Benefit is shown in the Schedule of Benefits.

Child Education Benefit: We will pay the Child Education Benefit on behalf of a Dependent Child meeting the following criteria:

- (1) the Dependent Child is enrolled as a full-time student in an accredited educational institution at the time of Your death, or enrolls in an eligible institution within 365 days of Your death or Injury;
- (2) the Accidental Death Benefit was payable for Your death;
- (3) the Dependent Child provides proof of continuing eligibility for this benefit within 30 days of Our request for such information.

The Child Education Benefit is payable each semester a Dependent Child is enrolled as a full-time student in an accredited educational institution, subject to the following:

- (1) each payment will not exceed the lesser of:
 - the Child Education Benefit Amount shown on the Schedule of Benefits; or
 - actual incurred educational expenses;
- (2) payments will not continue beyond the Maximum Benefit Period shown in the Schedule of Benefits; and

Accidental Death & Dismemberment Benefits CONTINUED

- (3) the total of all Child Education Benefit payments may not exceed the Maximum Education Benefit Amount shown in the Schedule of Benefits. If at the time of death, You have no eligible dependent that qualify for the Child Education Benefit, We will pay \$1,000 to Your Beneficiary.

Coma Benefit: If as a result of Injury, an Insured Person becomes Comatose within 365 days of the accident and remains in a Coma for at least 31 days, this benefit is payable. The Monthly Coma Benefit Amount will be payable for each month the Insured Person is in a Coma, up to the Maximum Benefit Period.

Day Care Benefit: This benefit reimburses all or a portion of the cost of child care and is payable if:

- (1) You die;
- (2) the Accidental Death Benefit is payable; and
- (3) You have a Dependent Child under age 13;
- (4) Such child is enrolled with a legally licensed child care provider which is not a member of Your Immediate Family or enrolls with an eligible child care provider within 365 days of Your death or Injury.

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

- (1) the Annual Day Care Benefit amount shown on the Schedule of Benefits; or
- (2) actual incurred child care expenses.

The total of all Annual Day Care Benefits paid may not exceed the Maximum Day Care Benefit. If at the time of death, You have no Dependent Children eligible for the Day Care Benefit, We will pay \$1,000 to Your Beneficiary.

Exposure and Disappearance Benefits: If an Insured Person is exposed to the elements by reason of an accident and 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.

If an Insured Person disappears as the result of an accidental wrecking, sinking or disappearance of a conveyance in which he or she is riding, and his or her body is not found within 365 days after the date of disappearance, it will be presumed, subject to no evidence to the contrary and subject to all of the provisions of this Certificate, that the Insured Person is dead and has died as a result of an accidental bodily Injury.

Repatriation Benefit: This benefit is payable if the following conditions are met:

- (1) an Insured Person dies as a result of an accident and the Accidental Death Benefit is payable; and
- (2) death occurred at least 1,000 miles away from the Insured Person's permanent place of residence.

The amount of benefit payable is the lesser of:

- (1) all customary and reasonable expenses incurred for transportation to the place of burial or cremation; or
- (2) the Repatriation Benefit Amount shown in the Schedule of Benefits.

Seat Belt and Air Bag Benefit: The Seat Belt Benefit is payable if the following conditions are met:

- (1) the Insured Person dies as a result of an automobile accident in a private passenger automobile and the Accidental Death Benefit is payable; and

Accidental Death & Dismemberment Benefits CONTINUED

- (2) the Insured Person was properly wearing a Seat Belt, as evidenced by a police accident report or similar evidence.

The Air Bag Benefit is payable if the following conditions are met:

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

The Seat Belt and Air Bag Benefit is payable for each Insured Person in the amount shown in the Schedule of Benefits and is in addition to any Accidental Death Benefit that is payable.

Seat Belt and Air Bag Benefits are not payable if the automobile accident:

- (1) occurs when the automobile driven by such Insured Person is being used for racing, stunting or exhibition work;
- (2) occurs when such Insured Person is in violation of any traffic laws of the jurisdiction in which the automobile is being operated; or
- (3) occurs while such Insured Person is driving intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.

Spouse Training Benefit: We will pay the Spouse Training Benefit as shown in the Schedule of Benefits if:

- (1) You die due to an Injury and an Accidental Death Benefit is payable pursuant to the terms of the this Certificate; and
- (2) within one year after Your death, Your Spouse enrolls in a professional or trade school training program for the purpose of obtaining an independent source of support and maintenance; and
- (3) incurs expenses payable directly to or approved and certified by such school.

The Spouse Training Benefit will not exceed the lesser of:

- (1) the Spouse Training Benefit Amount shown on the Schedule of Benefits; or
- (2) actual incurred educational expenses.

If at the time of death, You have no eligible dependent that qualify for the Child Education Benefit, We will pay \$1,000 to Your Beneficiary.

Exclusions

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

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

Premium Payments

Payment of Premiums: Premium payments will be made to Us by the Policyholder. Premiums shall be paid before their due date, subject to the Grace Period provision.

Premium Change: The initial premium rate is guaranteed for 15 Policy Months. After this initial period, We may change the premium rates. 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.

Grace Period: The Policy and this Certificate have a 31 day grace period. This means that any overdue premium may be paid within 31 days after the due date. Coverage will continue in force during the grace period.

If You or the Policyholder give Us advance notice of an earlier cancellation date, coverage 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 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.

Waiver of Premium: We will waive premiums due for this Certificate if the following conditions are met:

- (1) You are Totally Disabled;
- (2) You are not covered as a retiree;
- (3) Total Disability begins before Your 60th birthday;
- (4) You have been continuously Totally Disabled for at least 6 months, during which time premiums were paid as due. You must return any conversion policy issued during this 6 month period in order to exercise the Waiver of Premium option. We will refund premiums for any returned coverage. If Total Disability starts during a grace period, the premium due must be paid before any premiums will be waived; and
- (5) 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 You have satisfied the 6 month Total Disability period.

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

We will send you notice advising whether You are 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 Your 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.

Termination

Termination: When will my coverage end?

Your coverage will end on the earliest of the following:

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

Termination of Waiver of Premium Benefit: This benefit will terminate upon the earliest of the following occurrences:

- (1) Your death;
- (2) the date You are no longer Totally Disabled; or
- (3) You refuse to provide proof of Total Disability or refuse to be examined by a Physician; or
- (4) Your 70th birthday.

Suspension of Coverage During Military Service: We will suspend the Insured Person'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.

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

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

Conversion Option

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

- (1) the certificateholder ceases to be in an eligible class or is in a class for which coverage under the Policy ends;
- (2) the certificateholder's employment ends;
- (3) within 31 days after notice from Us that to continue coverage, the certificateholder must contribute more than 133% of the net premiums computed according to the Commissioners 1960 Standard Group Mortality Table at 3.0% interest;
- (4) the Policy ends;
- (5) the certificateholder's coverage under the Policy is reduced on or after the certificateholder's attainment of age 60 in any increment or series of increments totaling 20% or more from the amount of coverage in force prior to the date of the first reduction;
- (6) upon termination of any Waiver of Premium benefit;
- (7) the certificateholder's coverage under the Policy is reduced due to any amendment of the Policy; or
- (8) the certificateholder's coverage under the Policy is reduced due to changes from one eligible class to another or due to a Policy change.

The new policy will be a permanent plan of insurance offered by Us at the time of conversion and may, at Your option, be preceded by term insurance for one year. Any Accelerated Death Benefit, Waiver of Premium Benefit or their supplemental benefits will terminate upon conversion and will not be included in the conversion policy.

If Your insurance under the Policy terminates because of termination of employment due to Total Disability, You may alternatively elect to convert to any plan of individual term insurance offered by Us at the time of conversion.

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

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

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

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

CONVERSION OPTION CONTINUED

date of termination or reduction of coverage, We will pay the death benefit the Insured Person was eligible to convert.

We may require the Policyholder to pay premium for any group life coverage provided as noted above if the coverage extension is a direct result of the Policyholder's voluntary termination and the Policyholder replaces the group life insurance coverage within six months with Us or any other insurer. In no event will We be liable to pay a death benefit under both the Policy and the conversion policy.

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

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, 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.

If You would like to continue Your coverage beyond the date it would normally terminate, You should consult with the Policyholder before Your coverage terminates.

If, at the end of any continuation period, You are no longer eligible for coverage under the Certificate, You may purchase individual coverage as described in the Conversion provision.

Continuation for Total Disability: If Your coverage would terminate because of Total Disability, You may be eligible for limited continuation of coverage of not more than twelve consecutive months. Coverage continued will be limited to Life Insurance benefits that were in force for all Insured Persons on the day before Total Disability began. You will be responsible for payment of premiums on the same basis as premium was paid on the day before Total Disability began.

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

Continuation upon Retirement: If You cease Active Work because of retirement, Your Life Insurance may be continued for up to 3 months. Coverage amounts available for continuation may be less than the amount available prior to retirement based on the continuation plan in force with the Participating Employer at the time of Your retirement. Continuation must be requested in writing before the date of Your retirement.

Continuation following Layoff or Leave of Absence: If You cease Active Work because of layoff or employer approved leave of absence, You may be eligible for limited continuation of Life Insurance for not more than 3 months. To continue coverage, You 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 You cease Active Work as the result of a labor dispute, all of Your Life Insurance may be continued during such dispute until the last day of the month in which the coverage terminated. If the labor dispute ends, this continuation will cease immediately. You may continue Insurance under this provision as well.

Continuation due to Sabbatical: If You are on a documented paid sabbatical, Your Life Insurance may be continued for one month, 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. You may continue Insurance under this provision as well.

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. See Your employer for details regarding continuation of coverage during a leave pursuant to the FMLA.

CONTINUATION CONTINUED

If Your employer is an Eligible Employer and if the FMLA applies to continue Your coverage, any FMLA continuation provisions applicable to Your 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.

If Your 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.

Under the FMLA, Eligible Employers are required to allow 12 workweeks 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 workweeks 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.

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.

Claim Provisions

Notice of Claim: Written notice of claim must be submitted to Us at Our Administrative Office. The notice should include the name of the Insured Person and the Certificate Number shown on the Schedule of Benefits. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested. Such notice may be provided electronically by sending it to Us at AXAebcustomerservice@axa.us.com. The notice should include the name of the Insured Person and the policy number.

Claim Forms: We will furnish You or the Beneficiary with any required claim form(s) when we receive notice of claim. 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.

Time of Payment of Claims: We will pay benefits under this policy 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.

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.

Accidental Death & Dismemberment Claims

Notice of Claim: Notice of claim must be submitted to Us by telephone or in writing within 20 days after a covered loss starts; if You are 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 AXAebcustomerservice@axa.us.com. The notice should include the name of the Insured Person and the Group number.

Claim Forms: We will furnish You with forms for submitting proof of loss within 15 days after We receive notice of claim. If We do not, You 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 should be given to Us within 120 days or after the date of such loss. Failure to provide such proof within the time required will not invalidate or reduce a claim if it was not reasonably possible to give proof within such time. However, such proof must be given to Us as soon as reasonably possible.

Time of Payment of Claims: We will pay benefits under this policy 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 Accidental Death and Dismemberment benefits will be payable to You unless assigned by You or by operation of law. Any accrued benefits unpaid at Your death will be paid to Your estate. If a claim is paid during the Grace Period, any premium due and unpaid will be deducted from the claim payment.

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.

General Provisions

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

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

Beneficiary: Any Death Benefit payable in the event of Your death will be paid to the Beneficiary You designated in the enrollment form, subject to any change in Beneficiary made in accordance with the Change of Beneficiary provision below. You will be the Beneficiary for any Death Benefit payable in the event of a Dependent's death, if You survive the Dependent. Otherwise, the Death Benefit will be payable to Your estate as Beneficiary.

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

A Beneficiary may be designated as primary or contingent. The Death Benefit will be paid to any contingent Beneficiaries only if there are no primary Beneficiaries alive at the time of the Insured Person's death. If more than one Beneficiary in the same class (primary or contingent) is alive at the time of the Insured Person's death, Death Benefits will be divided evenly among all Beneficiaries of the same class, unless You have specified otherwise.

If no Beneficiaries are alive at the time of the Insured Person's death, the Death Benefit will be payable to You or Your estate.

To the extent required by law, We will protect the payment of the Death Benefit or interest to a Beneficiary from creditors' claim and legal process.

Benefits payable for any loss other than death will be payable to You.

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

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

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

Incontestability: Any statement made by an Insured Person will be deemed a representation and not a warranty. No statements related to insurability will be used to contest coverage with respect to which such statement was made unless it has been signed by the Insured Person and a copy of the statement has been given to the Insured Person or to Your Beneficiary. No such statement will be used

GENERAL PROVISIONS CONTINUED

to contest this Certificate after it has been in force for two years, during the life of the insured, beginning from its Effective Date, or date of reinstatement if applicable. 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 this Certificate was issued:

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

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

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

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

Suicide: If an Insured Person dies by suicide within two years from the Issue Date, we will only pay the amount of premiums paid to Us, except as provided below. Premium will be refunded to You or the Policyholder, depending upon who contributed the premium.

If You were covered under a Prior Plan on the day before the Effective Date under the Policy, credit will be given for the time You were insured under the Prior Plan. Nothing in this exclusion applies to insurance coverage which is 100% paid for by the Policyholder.

**GROUP TERM LIFE
INSURANCE CERTIFICATE**

AXA EQUITABLE LIFE INSURANCE COMPANY
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW
YORK 10104

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

**GROUP TERM LIFE INSURANCE
CERTIFICATE**

**AXA EQUITABLE LIFE INSURANCE COMPANY
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104
(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 Insured Persons' applications and payment of premium when due. We agree to pay the benefits described in this Certificate subject to all terms, conditions and limitations outlined in the Policy and this Certificate. The Policy provides term life insurance to eligible certificateholders. You may review the Policy by notifying Us in writing that you wish to do so.

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

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

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

This Certificate includes an Accelerated Death Benefit. The Death Benefit and premium 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. Optionally Renewable each Year. Coverage is contributory. Premiums may change on renewal. Nonparticipating.



Mark Pearson, Chairman of the Board
and Chief Executive Officer



Dave S. Hattem, Senior Executive Director,
Secretary and General Counsel

A note on capitalization in this certificate:

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

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AXA EQUITABLE LIFE INSURANCE COMPANY
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104
(866) 274-9887

Fraud Warning

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

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

California: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule of Benefits

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

CERTIFICATEHOLDER: Eligible Employee CERTIFICATE As reported to US by
DATE: the Policyholder

ELIGIBLE CLASS(ES): Class 1: Active Full Time Employees working at least 17.5 hours per week

INSURED PERSONS: Eligible Employee

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

LIFE INSURANCE BENEFIT:

CERTIFICATEHOLDER: SUPPLEMENTAL - The coverage is 1.5 to 3 times Basic Annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof, not to exceed \$500,000

Basic Annual Earnings means an Employee's annual wage or salary as reported by the Employer, for work performed for the Employer, as of the date the covered loss occurs. It includes earnings received from bonuses and commissions but not overtime pay or other extra compensation.
Commissions will be averaged for the 12 months just prior to the date of the covered loss, or the months employed if less than 12 months.

The Maximum Guaranteed Issue Amount(s) of Supplemental Insurance for Insured Persons are as follows:

CERTIFICATEHOLDER: \$500,000

MINIMUM CONVERSION AMOUNT: \$10,000

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

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

PARTICIPATING EMPLOYER ADDRESS: 198 College Hill Road
Clinton, NY 13323
(315) 859-4689

Schedule of Benefits

STATE OF POLICY ISSUE: New York

DEPT. OF (518) 474-4567
INS. PHONE
NUMBER:

ELIGIBILITY PERIOD: 0 Day(s) if You are Actively at Work for the Policyholder on the Policy Effective Date; or
0 Day(s) if You start working for the Policyholder after the Policy Effective Date.

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

AXA Equitable Life Insurance Company
525 Washington Blvd., 22nd Floor
Jersey City, NJ 07310
Customer.Relations@axa-equitable.com
1-212-314-3941

WE WILL NOTIFY YOU OF ANY CHANGE IN OUR ADDRESS.

ADDITIONAL BENEFITS

ACCELERATED DEATH BENEFIT

Supplemental Minimum Accelerated Death Benefit: \$10,000

Maximum Accelerated Death Benefit: lesser of \$500,000 or 75% of the Face Amount

Administrative Fee: \$0

WAIVER OF PREMIUM

BENEFIT REDUCTION SCHEDULE

Life Insurance Benefits and Accidental Death & Dismemberment Benefits for any Insured Person will automatically reduce on the first of the month following the Insured's attainment of the ages shown below. Your amount of insurance will be reduced to the percentage of the Scheduled Benefit shown below:

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

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

AD&D BENEFIT AMOUNT: CERTIFICATEHOLDER
100% of the Life Insurance
Benefit

Percentages below are based on this amount, unless otherwise noted.

ACCIDENTAL DEATH: 100%

ACCIDENTAL DISMEMBERMENT:

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

BURN BENEFIT:

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

Full thickness third degree burns (except sunburns) over:

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

CHILD EDUCATION:

- Benefit Amount Lesser of 5% or \$5,000
- Maximum Benefit Period 4years
- Maximum Education Benefit Amount \$20,000

COMA:

- Monthly Coma Benefit 1% of AD&D Principal Sum
- Maximum Benefit Period 12 Months

DAY CARE:

- Annual Day Care Benefit Lesser of 3% or \$2,000
- Maximum Day Care Benefit \$8,000

EXPOSURE AND DISAPPEARANCE: Included

REPATRIATION: \$5,000

SEATBELT: \$10,000

AIRBAG: \$5,000

SPOUSE TRAINING:

- Benefit Amount Lesser of 5% or \$5,000
- Maximum Benefit Period 4years
- Maximum Education Benefit Amount \$20,000

Definitions

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

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

Beneficiary means the person You have designated to receive the Death Benefit in the event of Your death.

Certificate Date means the date on which an Insured Person first becomes insured for 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) You acquire or lose a Spouse;
- (2) You acquire a Dependent Child; or
- (3) Your Spouse is no longer employed, resulting in a loss of group insurance.

Civil Union means a state sanctioned and/or recognized union of two eligible individuals of the same 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.

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

Dependent Child or Children means an individual, dependent on You for most of his or her support and maintenance, who is under age 26 and is:

- (1) Your biological child;
- (2) Your legally adopted child;
- (3) Your stepchild;
- (4) the child of Your Civil Union partner;
- (5) the child of Your Domestic Partner; or
- (6) a child under a court appointed guardianship.

In addition to the Dependent Children described above, any other child over whom You have legal custody or legal guardianship or with whom You have a legal relationship or a blood relationship may be covered to the same extent as a Dependent Child under this Certificate, provided the child depends on You for most of his or her support and maintenance and resides in Your household. A Dependent Child also includes any child required to be recognized as a Dependent Child under the laws of the state where the Policy and/or Certificate is delivered.

A Dependent Child also includes any child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation as defined in the mental hygiene law, or physical handicap and became so incapacitated prior to age 26. Such child must be chiefly dependent upon you for support and maintenance or institutionalized because of mental or physical handicap.

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

DEFINITIONS CONTINUED

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

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

Eligible Employee means an employee in one of the classes of Eligible Employees.

Evidence of Insurability means information about an Insured Person We use to determine eligibility, or coverage, or to reinstate the Certificate.

Evidence of Insurability is required if You:

- (1) are a late applicant, which means that You requested insurance more than 31 days after the date You are eligible;
- (2) voluntarily canceled Your insurance and are reapplying;
- (3) apply after any of Your coverage ended because You did not pay a required contribution; or
- (4) have not met a previous Evidence of Insurability requirement to become insured under any plan the Participating Employer has with Us.

Any Life Insurance which is in excess of the Maximum Guaranteed Issue Amount or is subject to Evidence of Insurability shall become effective on the date We approve evidence that the person is insurable, subject to any applicable waiting period.

Face Amount means the total amount of life insurance available for an Insured Person. These amounts are shown in the Life Insurance Benefits section of the Certificate Information page.

Immediate Family means any Insured Person'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 an Insured Person 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. See the "Exclusions" provision for injuries not covered.

Insured Person means the person(s) covered under Individual, Individual/Spouse Only, One-Parent Family, or Two-Parent Family coverage.

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.

Maximum Guaranteed Issue Amount means the amount of insurance We will issue without requiring Evidence of Insurability.

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

DEFINITIONS CONTINUED

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

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

Prior Plan means the group life insurance policy carried by the Participating Employer on the day before the Policy Effective Date and will only include the portion of coverage under any such policy which is transferred to Us.

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.

Spouse means the person to whom You are legally married, Your Domestic Partner, or Your Civil Union partner. Any person insured as a certificateholder under the group Policy may not also be insured as Spouse.

Supplemental Insurance means the amount of insurance for which You pay premiums. It is available in addition to any Basic Life Insurance. We may require Evidence of Insurability for this coverage.

Terminal Illness means a medical condition 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 (a) for the first two years after the start of disability, keeps the Insured Person from doing all of the substantial and material duties of their own occupation and (b) after premiums have been waived for two years, keeps the Insured Person from doing all of the substantial and material duties of any occupation for which he or she is suited given his or her education, training or experience.

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

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

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

Definitions

Accidental Death & Dismemberment Benefits

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.

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

Hemiplegia means the Paralysis of both limbs on either side of the body.

Limb means the Insured Person's arm or leg.

Paraplegia means the paralysis of both legs.

Quadriplegia means the Paralysis of all four Limbs.

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.

Eligibility

Certificateholder Eligibility: You must be in the class or classes shown in the Schedule of Benefits to be eligible for coverage. You become eligible for coverage on the latest of the following:

- (1) the Policy Effective Date; or
- (2) the date You become a member of an eligible class; or
- (3) the date you complete the eligibility period shown in the Schedule of Benefits.

Enrollment: For Supplemental Coverage You must complete and sign an enrollment form which is satisfactory to Us, for Your insurance. The Participating Employer will provide instructions. You may be required to provide Evidence of Insurability.

If You do not enroll for Your coverage within 31 days after becoming eligible or if You were eligible to enroll under a Prior Plan and did not do so, You may enroll without Evidence of Insurability only:

- (1) during an enrollment period designated by the Participating Employer; or
- (2) within 31 days of the date You have a Change in Family Status.

If you enroll for Your coverage more than 31 days after becoming eligible, You will be required to provide Evidence of Insurability.

Effective Date: Your insurance becomes effective on the Certificate Date shown on the Schedule of Benefits, if:

- (1) the required premium is paid or, if You are responsible for premiums, You have authorized premium payment; and
- (2) You have provided Evidence of Insurability satisfactory to Us, if required; and
- (3) You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will be effective on the day You resume Active Work. The Actively at Work requirement is waived for individuals covered as retirees under the Policy.

Continuation Under A Prior Plan: If You 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 You are not able to meet the requirements of being Actively at Work, then the coverage amount shown in the Schedule of Benefits will not apply to You.

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

- (1) the amount of Life Insurance under the Prior Plan; or
- (2) the amount of Life 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.

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

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

Life Insurance Benefits

Below are descriptions of the life insurance benefits that are available to You 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 an Insured Person has died.

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

- (1) the Life Insurance Benefit Amount for the Insured Person, 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 Person dies; less
- (3) the amount of premium due to the end of the Policy month in which the Insured Person dies.

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

Reduction Schedule for Life Insurance Benefits: The Life Insurance Benefit Amount(s) payable with respect to an Insured Person will be reduced to the applicable percentage of Scheduled Benefit when the Insured Person attains each of the Ages shown in the Schedule of Benefits.

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

LIFE BENEFITS CONTINUED

Accelerated Death Benefit: If any Insured Person is diagnosed as having a Terminal Illness, You may submit a Written Request for payment of an Accelerated Death Benefit subject to the following conditions:

- (1) You provide satisfactory written proof from a Physician stating that the Insured Person has been diagnosed as being Terminally Ill. 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 You and Us;
- (2) The amount requested for acceleration may be no more than the Maximum Accelerated Death Benefit and must be at least the Minimum Accelerated Death Benefit;
- (3) No portion of this Certificate has been assigned and there are no Irrevocable Beneficiaries, unless We receive the assignee's or Irrevocable Beneficiary's consent to exercise this option.
- (4) We reserve the right to deduct an administrative fee from the Accelerated Death Benefit payment. The administrative fee, if any, is shown on the Schedule of Benefits.

Interest will be charged on the amount of the Accelerated Death Benefit and any unpaid premium we advance after an Accelerated Death Benefit payment. The interest rate at the time the Accelerated Benefit payment is made will not exceed the 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 state law.

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 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.

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

Any Accelerated Death Benefit payment will be made to You. If an Insured Person dies after the 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.

Accidental Death & Dismemberment Benefits

Below is a description of the benefits provided to You under the Accidental Death and Dismemberment benefit. Accidental Death and Dismemberment Benefits are not available if You are covered as a retiree.

Accidental Death Benefit: If any Insured Person dies as a direct result of an Injury, We will pay the Accidental Death Benefit Amount as shown in the Schedule of Benefits. Death must occur within 365 days of the covered Accident.

Accidental Dismemberment Benefit: If any Insured Person sustains an irrevocable dismemberment loss due to Injury, We will pay the applicable dismemberment benefit shown on the Schedule of Benefits. Loss must occur within 365 days of the date of an accident.

For purposes of this benefit:

- (1) Loss of a hand means that the hand is permanently severed at or above the wrist but below the elbow or that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb;
- (2) Loss of a foot means that the foot is permanently severed at or above the ankle but below the knee;
- (3) Loss of Limb means that the arm is permanently severed at or above the elbow or the leg is permanently severed at or above the knee.
- (4) Loss of sight means permanent and uncorrectable loss of sight in the eye that continues for at least 180 days following the date of the accident. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees;
- (5) Loss of speech means the entire and irrecoverable loss of speech that continues for at least 90 days following the date of accident;
- (6) Loss of hearing means entire and irrecoverable loss of hearing in both ears that continues for at least 90 days following the date of accident;
- (7) 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.
- (8) Loss of a toe means permanent severance of the toe through or above the second joint from the tip of the toe.

Burn Benefit: If, due to Injury, an Insured Person sustains third degree (full thickness) burns, we will pay the amount shown in the Schedule of Benefits. The Insured Person must seek treatment for the burn within 90 days of sustaining such burn. The Burn Benefit is shown in the Schedule of Benefits.

Child Education Benefit: We will pay the Child Education Benefit on behalf of a Dependent Child meeting the following criteria:

- (1) the Dependent Child is enrolled as a full-time student in an accredited educational institution at the time of Your death, or enrolls in an eligible institution within 365 days of Your death or Injury;
- (2) the Accidental Death Benefit was payable for Your death;
- (3) the Dependent Child provides proof of continuing eligibility for this benefit within 30 days of Our request for such information.

The Child Education Benefit is payable each semester a Dependent Child is enrolled as a full-time student in an accredited educational institution, subject to the following:

- (1) each payment will not exceed the lesser of:
 - the Child Education Benefit Amount shown on the Schedule of Benefits; or
 - actual incurred educational expenses;
- (2) payments will not continue beyond the Maximum Benefit Period shown in the Schedule of Benefits; and

Accidental Death & Dismemberment Benefits

CONTINUED

- (3) the total of all Child Education Benefit payments may not exceed the Maximum Education Benefit Amount shown in the Schedule of Benefits. If at the time of death, You have no eligible dependent that qualify for the Child Education Benefit, We will pay \$1,000 to Your Beneficiary.

Coma Benefit: If as a result of Injury, an Insured Person becomes Comatose within 365 days of the accident and remains in a Coma for at least 31 days, this benefit is payable. The Monthly Coma Benefit Amount will be payable for each month the Insured Person is in a Coma, up to the Maximum Benefit Period.

Day Care Benefit: This benefit reimburses all or a portion of the cost of child care and is payable if:

- (1) You die;
- (2) the Accidental Death Benefit is payable; and
- (3) You have a Dependent Child under age 13;
- (4) Such child is enrolled with a legally licensed child care provider which is not a member of Your Immediate Family or enrolls with an eligible child care provider within 365 days of Your death or Injury.

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

- (1) the Annual Day Care Benefit amount shown on the Schedule of Benefits; or
- (2) actual incurred child care expenses.

The total of all Annual Day Care Benefits paid may not exceed the Maximum Day Care Benefit. If at the time of death, You have no Dependent Children eligible for the Day Care Benefit, We will pay \$1,000 to Your Beneficiary.

Exposure and Disappearance Benefits: If an Insured Person is exposed to the elements by reason of an accident and 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.

If an Insured Person disappears as the result of an accidental wrecking, sinking or disappearance of a conveyance in which he or she is riding, and his or her body is not found within 365 days after the date of disappearance, it will be presumed, subject to no evidence to the contrary and subject to all of the provisions of this Certificate, that the Insured Person is dead and has died as a result of an accidental bodily Injury.

Repatriation Benefit: This benefit is payable if the following conditions are met:

- (1) an Insured Person dies as a result of an accident and the Accidental Death Benefit is payable; and
- (2) death occurred at least 1,000 miles away from the Insured Person's permanent place of residence.

The amount of benefit payable is the lesser of:

- (1) all customary and reasonable expenses incurred for transportation to the place of burial or cremation; or
- (2) the Repatriation Benefit Amount shown in the Schedule of Benefits.

Seat Belt and Air Bag Benefit: The Seat Belt Benefit is payable if the following conditions are met:

- (1) the Insured Person dies as a result of an automobile accident in a private passenger automobile and the Accidental Death Benefit is payable; and

Accidental Death & Dismemberment Benefits CONTINUED

- (2) the Insured Person was properly wearing a Seat Belt, as evidenced by a police accident report or similar evidence.

The Air Bag Benefit is payable if the following conditions are met:

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

The Seat Belt and Air Bag Benefit is payable for each Insured Person in the amount shown in the Schedule of Benefits and is in addition to any Accidental Death Benefit that is payable.

Seat Belt and Air Bag Benefits are not payable if the automobile accident:

- (1) occurs when the automobile driven by such Insured Person is being used for racing, stunting or exhibition work;
- (2) occurs when such Insured Person is in violation of any traffic laws of the jurisdiction in which the automobile is being operated; or
- (3) occurs while such Insured Person is driving intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.

Spouse Training Benefit: We will pay the Spouse Training Benefit as shown in the Schedule of Benefits if:

- (1) You die due to an Injury and an Accidental Death Benefit is payable pursuant to the terms of the this Certificate; and
- (2) within one year after Your death, Your Spouse enrolls in a professional or trade school training program for the purpose of obtaining an independent source of support and maintenance; and
- (3) incurs expenses payable directly to or approved and certified by such school.

The Spouse Training Benefit will not exceed the lesser of:

- (1) the Spouse Training Benefit Amount shown on the Schedule of Benefits; or
- (2) actual incurred educational expenses.

If at the time of death, You have no eligible dependent that qualify for the Child Education Benefit, We will pay \$1,000 to Your Beneficiary.

Exclusions

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

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

Premium Payments

Payment of Premiums: Unless this Certificate is continued under the Portability provision, premium payments will be made to Us by the Policyholder. Premiums shall be paid before their due date, subject to the Grace Period provision.

Premium Change: The initial premium rate is guaranteed for 15 Policy Months. After this initial period, We may change the premium rates. 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 continued under a Portability provision, We will send notice of a premium change to You instead of the Policyholder.

Grace Period: The Policy and this Certificate have a 31 day grace period. This means that any overdue premium may be paid within 31 days after the due date. Coverage will continue in force during the grace period.

If You or the Policyholder give Us advance notice of an earlier cancellation date, coverage 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 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 continued under the Portability provision, written notice will be provided to You instead of the Policyholder.

Waiver of Premium: We will waive premiums due for this Certificate if the following conditions are met:

- (1) You are Totally Disabled;
- (2) You are not covered as a retiree;
- (3) Total Disability begins before Your 60th birthday;
- (4) You have been continuously Totally Disabled for at least 6 months, during which time premiums were paid as due. You must return any conversion policy issued during this 6 month period in order to exercise the Waiver of Premium option. We will refund premiums for any returned coverage. If Total Disability starts during a grace period, the premium due must be paid before any premiums will be waived; and
- (5) 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 You have satisfied the 6 month Total Disability period.

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

We will send you notice advising whether You are 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 Your 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.

Termination

Termination: When will my coverage end?

Your coverage will end on the earliest of the following:

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

Termination of Waiver of Premium Benefit: This benefit will terminate upon the earliest of the following occurrences:

- (1) Your death;
- (2) the date You are no longer Totally Disabled; or
- (3) You refuse to provide proof of Total Disability or refuse to be examined by a Physician; or
- (4) Your 70th birthday.

Suspension of Coverage During Military Service: We will suspend the Insured Person'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.

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

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

Portability

Coverage under this Certificate may continue under a different eligible class if:

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

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

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

If premiums are paid and the Insured Person dies within 31 days of the earlier of the Policy terminating or the date the Insured Person is no longer Actively at Work, 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 that the Insured Person 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.

Conversion Option

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

- (1) the certificateholder ceases to be in an eligible class or is in a class for which coverage under the Policy ends;
- (2) the certificateholder's employment ends;
- (3) within 31 days after notice from Us that to continue coverage, the certificateholder must contribute more than 133% of the net premiums computed according to the Commissioners 1960 Standard Group Mortality Table at 3.0% interest;
- (4) the Policy ends;
- (5) the certificateholder's coverage under the Policy is reduced on or after the certificateholder's attainment of age 60 in any increment or series of increments totaling 20% or more from the amount of coverage in force prior to the date of the first reduction;
- (6) upon termination of any Waiver of Premium benefit;
- (7) the certificateholder's coverage under the Policy is reduced due to any amendment of the Policy; or
- (8) the certificateholder's coverage under the Policy is reduced due to changes from one eligible class to another or due to a Policy change.

The new policy will be a permanent plan of insurance offered by Us at the time of conversion and may, at Your option, be preceded by term insurance for one year. Any Accelerated Death Benefit, Waiver of Premium Benefit or their supplemental benefits will terminate upon conversion and will not be included in the conversion policy.

If Your insurance under the Policy terminates because of termination of employment due to Total Disability, You may alternatively elect to convert to any plan of individual term insurance offered by Us at the time of conversion.

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

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

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

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

CONVERSION OPTION CONTINUED

date of termination or reduction of coverage, We will pay the death benefit the Insured Person was eligible to convert.

We may require the Policyholder to pay premium for any group life coverage provided as noted above if the coverage extension is a direct result of the Policyholder's voluntary termination and the Policyholder replaces the group life insurance coverage within six months with Us or any other insurer. In no event will We be liable to pay a death benefit under both the Policy and the conversion policy. Likewise, if application and premium payment has been made for any portability coverage, any premiums paid for the portability coverage will be refunded. In no event will We be liable to pay a death benefit under both the Policy and any ported coverage.

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

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, 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.

If You would like to continue Your coverage beyond the date it would normally terminate, You should consult with the Policyholder before Your coverage terminates.

If, at the end of any continuation period, You are no longer eligible for coverage under the Certificate, You may purchase individual coverage as described in the Conversion provision.

Continuation for Total Disability: If Your coverage would terminate because of Total Disability, You may be eligible for limited continuation of coverage of not more than twelve consecutive months. Coverage continued will be limited to Life Insurance benefits that were in force for all Insured Persons on the day before Total Disability began. You will be responsible for payment of premiums on the same basis as premium was paid on the day before Total Disability began.

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

Continuation upon Retirement: If You cease Active Work because of retirement, Your Life Insurance may be continued for up to 3 months. Coverage amounts available for continuation may be less than the amount available prior to retirement based on the continuation plan in force with the Participating Employer at the time of Your retirement. Continuation must be requested in writing before the date of Your retirement.

Continuation following Layoff or Leave of Absence: If You cease Active Work because of layoff or employer approved leave of absence, You may be eligible for limited continuation of Life Insurance for not more than 3 months. To continue coverage, You 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 You cease Active Work as the result of a labor dispute, all of Your Life Insurance may be continued during such dispute until the last day of the month in which the coverage terminated. If the labor dispute ends, this continuation will cease immediately. You may continue Insurance under this provision as well.

Continuation due to Sabbatical: If You are on a documented paid sabbatical, Your Life Insurance may be continued for one month, 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. You may continue Insurance under this provision as well.

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. See Your employer for details regarding continuation of coverage during a leave pursuant to the FMLA.

CONTINUATION CONTINUED

If Your employer is an Eligible Employer and if the FMLA applies to continue Your coverage, any FMLA continuation provisions applicable to Your 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.

If Your 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.

Under the FMLA, Eligible Employers are required to allow 12 workweeks 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 workweeks 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.

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.

Claim Provisions

Notice of Claim: Written notice of claim must be submitted to Us at Our Administrative Office. The notice should include the name of the Insured Person and the Certificate Number shown on the Schedule of Benefits. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested. Such notice may be provided electronically by sending it to Us at AXAebcustomerservice@axa.us.com. The notice should include the name of the Insured Person and the policy number.

Claim Forms: We will furnish You or the Beneficiary with any required claim form(s) when we receive notice of claim. 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.

Time of Payment of Claims: We will pay benefits under this policy 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.

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.

Accidental Death & Dismemberment Claims

Notice of Claim: Notice of claim must be submitted to Us by telephone or in writing within 20 days after a covered loss starts; if You are 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 AXAebcustomerservice@axa.us.com. The notice should include the name of the Insured Person and the Group number.

Claim Forms: We will furnish You with forms for submitting proof of loss within 15 days after We receive notice of claim. If We do not, You 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 should be given to Us within 120 days or after the date of such loss. Failure to provide such proof within the time required will not invalidate or reduce a claim if it was not reasonably possible to give proof within such time. However, such proof must be given to Us as soon as reasonably possible.

Time of Payment of Claims: We will pay benefits under this policy 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 Accidental Death and Dismemberment benefits will be payable to You unless assigned by You or by operation of law. Any accrued benefits unpaid at Your death will be paid to Your estate. If a claim is paid during the Grace Period, any premium due and unpaid will be deducted from the claim payment.

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.

General Provisions

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

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

Beneficiary: Any Death Benefit payable in the event of Your death will be paid to the Beneficiary You designated in the enrollment form, subject to any change in Beneficiary made in accordance with the Change of Beneficiary provision below. You will be the Beneficiary for any Death Benefit payable in the event of a Dependent's death, if You survive the Dependent. Otherwise, the Death Benefit will be payable to Your estate as Beneficiary.

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

A Beneficiary may be designated as primary or contingent. The Death Benefit will be paid to any contingent Beneficiaries only if there are no primary Beneficiaries alive at the time of the Insured Person's death. If more than one Beneficiary in the same class (primary or contingent) is alive at the time of the Insured Person's death, Death Benefits will be divided evenly among all Beneficiaries of the same class, unless You have specified otherwise.

If no Beneficiaries are alive at the time of the Insured Person's death, the Death Benefit will be payable to You or Your estate.

To the extent required by law, We will protect the payment of the Death Benefit or interest to a Beneficiary from creditors' claim and legal process.

Benefits payable for any loss other than death will be payable to You.

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

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

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

Incontestability: Any statement made by an Insured Person will be deemed a representation and not a warranty. No statements related to insurability will be used to contest coverage with respect to which such statement was made unless it has been signed by the Insured Person and a copy of the statement has been given to the Insured Person or to Your Beneficiary. No such statement will be used

GENERAL PROVISIONS CONTINUED

to contest this Certificate after it has been in force for two years, during the life of the insured, beginning from its Effective Date, or date of reinstatement if applicable. 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 this Certificate was issued:

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

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

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

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

Suicide: If an Insured Person dies by suicide within two years from the Issue Date, we will only pay the amount of premiums paid to Us, except as provided below. Premium will be refunded to You or the Policyholder, depending upon who contributed the premium.

If You were covered under a Prior Plan on the day before the Effective Date under the Policy, credit will be given for the time You were insured under the Prior Plan. Nothing in this exclusion applies to insurance coverage which is 100% paid for by the Policyholder.

**GROUP TERM LIFE
INSURANCE CERTIFICATE**

AXA EQUITABLE LIFE INSURANCE COMPANY
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW
YORK 10104

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



Privacy Policy

This notice describes the privacy policy of AXA Equitable Life Insurance Company, AXA Equitable Life and Annuity Company, MONY Life Insurance Company of America, U.S. Financial Life Insurance Company, AXA Advisors, LLC, and AXA Network, LLC (“AXA”, “us,” “we,” or “our”).

We are committed to keeping all personal information we have about you confidential and secure. This policy describes how we protect your privacy.

Our Privacy Pledge

- Our business is to offer quality financial products and services to our clients.
- We use client information only to conduct our business.
- We do not sell or rent client lists or data about our clients to others. We may market products jointly with other financial companies.
- We require all employees, financial professionals and vendors providing services for us to keep client files confidential.

Keeping Your Files Secure

We have security programs that protect client data from unauthorized use or disclosure. Access to your files is limited to those who need it to conduct our business. Our privacy policy applies to both current and former clients.

Information We Collect About You

We collect personal information about you to conduct our business, check your identity and comply with laws. In addition, we may collect data about other relevant individuals such as beneficiaries or owners if different from the insured. The data we collect varies for different products and services and may include your:

- name, age, address, phone number, and Social Security number
- occupation and income
- financial goals and preferences
- assets and liabilities, insurance, savings and investments
- health and high-risk hobbies such as skydiving or auto racing
- information about the products and services you purchase from us

You provide most of this information yourself, however, we may also ask others about you and/or other relevant individuals, including:

- Doctors, hospitals and other health care providers
- The Medical Information Bureau (a non-profit group of insurers)
- Your employer, attorney, accountant and bank
- Credit reporting agencies and state and federal agencies
- Companies whose products and services you purchase through us or marketing firms acting on our behalf

Information about your health, insurance rating and credit standing is used only to underwrite and administer the products and services you purchase from us. Note that information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other programs.

With Whom We Share Data

We may share personal information about you with:

- your financial professional
- companies whose products and services you purchase through us
- companies that have joint marketing agreements with us
- vendors that perform support services for us, including those who:
 - provide underwriting services or assist in managing claims
 - print and mail account statements
 - support our computer systems
 - clear and settle trades
 - help market our products and services to you



Our vendors are required to keep client data confidential and to use appropriate security measures to protect it. They must also agree in writing to use client data only to provide services for us. We disclose information about you to affiliates, government agencies, including foreign tax and/or other governmental authorities pursuant to a U.S. court order, and others as required or permitted by law. We may disclose health information about you to the Medical Information Bureau. Some financial professionals offer products and services only through us. Others may also offer products and services from other sources. This privacy policy does not apply to data that your financial professional may collect for these other products and services.

Reviewing Your Information

If you own, or are applying for, a life insurance or annuity product issued by one of our insurance companies, you may write to request a summary of the data about you in our files. You may also request copies of your files. This does not apply to information relating to disputes or legal proceedings between us. We may charge you a reasonable fee to cover the cost. If you believe your files are incorrect or incomplete, you may ask us to make corrections. You may also request, within ninety business days from the date of the mailing of notice or other communication regarding and adverse underwriting decision in writing, if it has not already been provided to you, as well as, subject to applicable law, the specific items of personal information that support such reason. To obtain information from our files, a copy of our access and correction policy, or the specific reason for an adverse underwriting decision and the personal information supporting such decision, please write to:

AXA Equitable
National Operations Center
P. O. Box 1047
Charlotte, NC 28201-1047
Attention: Customer Service Department

Privacy Policy Changes

We may make changes to this privacy policy in the future. Before we do, we will send you a revised privacy policy. And as long as you continue to be a client, we will send you a current privacy policy once a year.

To Contact Us

Questions? Call our Privacy Information Center at 1-877-806-4573.

Notice to Clients of AXA Advisors, LLC

The Financial Industry Regulatory Authority (FINRA) has published an investor brochure that includes information describing FINRA BrokerCheck. You may obtain a copy of the brochure by calling FINRA's BrokerCheck Hotline at 1-800-289-9999 or by visiting FINRA's website at www.finra.org

You may contact AXA Advisors, LLC directly regarding any matter, including the filing of a complaint, by calling 1-866-487-7484 or writing to:

AXA Advisors
1290 Avenue of the Americas,
New York, NY 10104

To learn more about AXA's privacy practices, go to our Privacy page on axa.com at:
<https://us.axa.com/customer-service/privacy-security.html>.

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Additional Information Provided by

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

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

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

Name of Plan:

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

Employer Identification Number:

14-6034807

Plan Number:

501

Type of Plan:

Welfare Benefit Plan providing Life Insurance Benefits

Type of Administration:

Group Insurance Policy with:

AXA Equitable Life Insurance Company
1290 Avenue of the Americas
New York, New York 10104

Plan Administrator:

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

Agent For Service of Legal Process:

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

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

End of Plan Year:

December 31

Source of Contributions:

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

Procedure for Amending the Plan:

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

ERISA Rights

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

Receive Information about Your Plan and Benefits

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

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

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

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

- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

