

**GROUP TERM LIFE INSURANCE
CERTIFICATE**

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

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

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

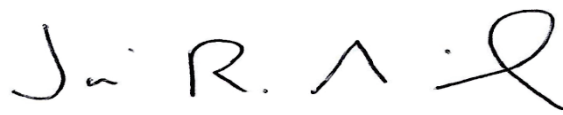
Read Your Certificate Carefully. Insurance Benefits may be subject to certain requirements, reductions, limitations and exclusions.

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

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



Mark Pearson, Chairman of the Board and Chief
Executive Officer



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

A note on capitalization in this certificate:

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

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FRAUD WARNINGS

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

ADMINISTRATIVE OFFICE:

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

Equitable Financial Life Insurance Company of America

**2999 North 44th Street, Suite 250, Phoenix, Arizona 85018
(866) 274-9887**

WE WILL NOTIFY YOU OF ANY CHANGE IN OUR ADDRESS

SCHEDULE OF BENEFITS

POLICYHOLDER:	Brotherhood of Locomotive Engineers & Trainmen Norfolk Southern	POLICY NUMBER:	015111
POLICYHOLDER'S ADDRESS:	11971 Staffordsburg Independence, KY 41051	POLICY ANNIVERSARY DATE:	January 1 of each year, beginning in 2024
STATE OF POLICY ISSUE:	Kentucky	DEPARTMENT OF INSURANCE PHONE NUMBER:	(502) 564-3630
CERTIFICATE EFFECTIVE DATE:	As reported to Us by the Policyholder		
ELIGIBLE CLASS(ES):	Class 1: All Full-Time Qualifying Norfolk Southern Engineers working at least 30 hours per week.		
ELIGIBILITY WAITING PERIOD:	If You are working for the Policyholder on the effective date - the waiting period is the first of the month coinciding with or next following 0 continuous day(s). If You are working for the Policyholder after the effective date - the waiting period is the first of the month coinciding with or next following 0 continuous day(s).		

LIFE INSURANCE BENEFIT

EMPLOYEE	BASIC LIFE
Life Insurance Benefit Amount	\$50,000
Guaranteed Issue Amount	\$50,000

MINIMUM CONVERSION
AMOUNT: \$10,000

ADDITIONAL BENEFITS

ACCELERATED DEATH BENEFIT
Minimum Accelerated Death Benefit: \$10,000
Maximum Accelerated Death Benefit: lesser of \$250,000 or 75% of the Face Amount
Administrative Fee: \$0

BENEFIT REDUCTION SCHEDULE

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

Age 65 but less than age 70	65%
Age 70 but less than age 75	45%
Age 75 and over	25%

SCHEDULE OF BENEFITS

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Physician means a person who is:

DEFINITIONS

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

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

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

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

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

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

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

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

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

ELIGIBILITY

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

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

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

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

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

Evidence of Insurability

Evidence of Insurability is required if the Employee:

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

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

Effective Date of Change to Coverage

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

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

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

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

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

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

Continuation Under a Prior Plan:

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

ELIGIBILITY

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

- 1) The amount of Life Insurance 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.

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

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

ENROLLMENT

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

Evidence of Insurability

Evidence of Insurability is required if the Employee:

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

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

The Employee may enroll without Evidence of Insurability only:

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

LIFE INSURANCE BENEFITS

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

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

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

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

Accelerated Death Benefit:

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

- 1) Satisfactory written proof from a Physician is provided stating that the Insured has been diagnosed as having a Terminal Illness or Qualifying Condition. We have the right to require a second or third medical opinion, at Our expense, to confirm such diagnosis. We may designate the Physician for the second medical opinion. In the case of conflicting opinions, eligibility for the accelerated death benefits shall be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Insured, and Us;
- 2) The amount requested for acceleration may be no more than the Maximum Accelerated Death Benefit and must be at least the Minimum Accelerated Death Benefit;
- 3) For purposes of this benefit, the death benefit available for acceleration does not include any accidental death benefits or any benefits payable upon the death of any person other than the Insured diagnosed as Terminally Ill or with a Qualifying Condition;
- 4) No portion of this Certificate has been assigned and there are no Irrevocable Beneficiaries, unless We receive the assignee's or Irrevocable Beneficiary's consent to exercise this option.
- 5) We reserve the right to deduct an administrative fee from the Accelerated Death Benefit payment. The administrative fee, if any, is shown on the Schedule of Benefits.
- 6) You may choose the option to receive Your benefit in a lump sum payment, which will be due immediately upon receipt of due written proof.

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

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

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

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

LIFE INSURANCE BENEFITS

consequences.

You are free to choose not to apply for the Accelerated Death Benefit. You cannot be compelled to apply for the Accelerated Death Benefit before qualifying for Medicaid, and cannot be required by creditors to apply for the Accelerated Death Benefit. Payment of an Accelerated Death Benefit for one Insured Person will not reduce any other Insured Person's coverage and will not reduce any accidental death and dismemberment benefits provided in or with this Certificate. Payment of an accelerated death benefit is not conditioned upon receipt of long-term care or medical services and will be made in a single lump sum.

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

Qualifying Conditions

To qualify for this benefit, the Insured must:

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

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

Proof of Terminal Illness

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

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

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

If the Insured's life insurance benefit is scheduled to reduce or terminate within 90 days prior to the end of the period of the qualifying condition as defined in this Certificate the Insured's Accelerated Death Benefit will be based upon that reduced amount. Once an Accelerated Benefit has been paid, no further increases of coverage are available.

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

PREMIUM PAYMENTS

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

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

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

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

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

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

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

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

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

TERMINATION

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

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

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

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

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

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

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

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

CONTINUATION

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

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

All Continuation provisions may run concurrently.

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

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

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

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

Continuation for Disability: If the Employee ceases Active Work because of disability, he may be eligible for limited Continuation of coverage of not more than 12 consecutive months. Coverage continued will be limited to Life benefits that were in force for all Insureds on the day before disability began. The Employee will be responsible for payment of premiums on the same basis as premium was paid on the day before disability began.

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

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

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

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

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

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

CONTINUATION

continuation provisions applicable to coverage:

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

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

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

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

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

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

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

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

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

CONVERSION OPTION

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

- (1) the certificateholder ceases to be in an eligible class or is in a class for which coverage under the Policy ends;
- (2) the certificateholder's employment ends;
- (3) the Policy ends; or
- (4) the certificateholder's coverage under the Policy is reduced because the Employee changes from one eligible class to another or due to a Policy change.

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

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

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

We or the Policyholder will provide You with notice of the right to convert at least 15 days prior to the date coverage terminates or reduces. Your right to convert will expire on the later of 16 days after You are given this notice or the end of the 31-day period described above. However, in no event will the right to convert extend beyond 60 days after the end of the conversion period. Notice mailed to Your last known address shall constitute notice of the right to convert. If You or Your Dependent, as applicable, do not elect to convert any reduced or terminated amount of coverage on this date, the right to convert such amounts is lost.

During the 31-day conversion period, the Insured Person's life insurance will continue under the terms of this Certificate. If the Insured Person dies during the conversion period, We will pay the amount of life insurance, exclusive of additional benefits, that the certificateholder was entitled to convert under the terms of this Certificate. If application and premium payment has been made for the conversion policy, any premiums paid for the conversion policy will be refunded. In no event will We be liable to pay a death benefit under both the Policy and the conversion policy. Likewise, if application and premium payment has been made for any portability coverage, any premiums paid for the portability coverage will be refunded. In no event will We be liable to pay a death benefit under both the Policy and any ported coverage.

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

The conversion policy will take effect on the day after the conversion period ends.

CLAIMS PROVISION

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

Claim Forms: We will furnish the Insured or the Beneficiary with any required claim form(s) when we receive notice of claim. Instructions for completing and submitting the claim form(s) will be provided with the claim form(s).

Proof of Loss: Written proof of loss must be given to Us. In the case of a claim for the Death Benefit proof may consist of at least the certified death certificate or other lawful evidence providing equivalent information and proof of the claimant's interest in the Death Benefit.

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

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

Payment of Claims:

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

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

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

Any accrued benefits unpaid at the time of Your death will be paid to Your estate.

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

ERISA Appeal: If this Certificate provides coverage under an employee welfare benefit plan governed

CLAIMS PROVISION

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

We will pay this benefit as follows:

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

Conformity with Interstate Insurance Product Regulation Commission Standards:

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

Contract Changes: The terms and provisions of the Policy and Certificates may be changed, at any

GENERAL PROVISIONS

time, without the consent of the Insured or anyone else with a beneficial interest in it. We may issue riders, endorsements or amendments to effect changes and these forms are subject to approval by the IIPRC. Any changes will be consistent with IIPRC standards. No change to this Certificate will be valid until approved by one of Our executive officers and unless such approval is endorsed hereon or attached hereto. No agent/producer or other representative has authority to change this Certificate or waive any of its provisions. No rider, endorsement or amendment will affect the insurance provided under Certificates until the effective date of change, unless retroactivity is required by the IIPRC. Any rider, endorsement or amendment affecting the Insured will be provided to the Employee for attachment to this Certificate.

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

Incontestability: Any statement made by the Insured will be deemed a representation and not a warranty. No statements will be used to avoid insurance, reduce benefits or defend a claim unless it has been signed by the Insured and a copy of the statement has been given to the Insured or to the Insured's Beneficiary. No such statement will be used to contest this Certificate after it has been in force for two years from its Effective Date, or date of reinstatement if applicable, except in the case of fraud we are allowed by the state where the Certificate is delivered or issued for delivery. Any statement used to contest coverage must be material to the risk accepted or the hazard assumed by Us.

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

- 1) No legal action shall be brought to recover under the Policy within 60 days after written proof of loss has been given in accordance with the requirements of the Policy; and
- 2) No legal action may be brought after three years from the time when written proof of loss is required to be given.

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

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

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