

An AXA Financial Company
PO 4763
Syracuse, NY 13221

Western New York District of the Wesleyan Church
4669 Pinecrest Terrace
Eden, NY 14057

WELCOME PACKET

**important
information about
your benefits**





redefining / standards®

Welcome to AXA.

Thank you for partnering with us to offer coverage that your employees value most, with the plans you prefer.

You can easily access additional information and plan administration tools with our integrated online platform, EB360®: www.us.axa.com/employeebenefits

EB360® is designed to keep you informed and in control every step of the way:

- Access the information you need in one place with your personalized dashboard
- Monitor employee benefit selections and enrollment in real-time
- Oversee your plans by computer, mobile phone, or tablet

Below you'll find a complete list of the addresses you'll need as you administer your employee benefits plan.

Where to Submit Claims	
All Claims (Except Disability and Vision)	AXA P.O. Box 2107 Grapevine, TX 76099-2107
Disability Claims	Group Claims Department P.O. Box 14294 Lexington, KY 40512-4294
Vision Claims (Out-of-Network Services ONLY)	VSP P.O. Box 385018 Birmingham, AL 35238-0518

Where to Submit Premium Payments		
Policies Issued in New York or Puerto Rico: Checks must be made payable to AXA	AXA Equitable Life Insurance Company Employee Benefits P.O. Box 733464 Dallas, TX 75373-3464	Overnight/Courier Address: JPMorgan Chase (TX1-0029) Lockbox 733464 - AXA AXA Equitable Life Insurance Company Employee Benefits 14800 Frye Road, 2nd Floor Ft Worth, TX 76155
Policies Issued in All Other States or Washington, D.C.: Checks must be made payable to MLOA	MONY Life Insurance Company of America Employee Benefits P.O. Box 733463 Dallas, TX 75373-3463	Overnight/Courier Address: JPMorgan Chase (TX1-0029) Lockbox 733463 - MONY Life Insurance Company of America Employee Benefits 14800 Frye Road, 2nd Floor Ft Worth, TX 76155

Administration	
Policy Administration	AXA's* Employee Benefits Group 8501 IBM Dr., Ste. 150-B Charlotte NC 28262
Employee Inquiries	1-866-274-9887

If you have any questions, our experienced team is here to help. You can reach us at AXAEBCustomerService@axa.us.com

We look forward to making your job easier with streamlined plan administration, powerful tools, and support.

Thank you,

AXA

Each product has limitations and exclusions. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. Some products may not be available in all states. The policy provisions may vary or be unavailable in some states. AXA Equitable Life Insurance Company and MONY Life Insurance Company of America are not affiliated with Careington Benefit Solutions or VSP (Global).

AXA S.A. is a French holding company for a group of international insurance and financial services companies, including AXA Equitable Financial Services, LLC. (AEFS).

**AXA" is the brand name of AEFS and its family of companies, including AXA Equitable Life Insurance Company (AXA Equitable) (NY, NY), MONY Life Insurance Company of America (AZ stock company, admin. office: Jersey City, NJ) (MONY America), and AXA Distributors, LLC. All group insurance products are issued either by AXA Equitable or MONY America, which have sole responsibility for their insurance and claims-paying obligations. Some products are not available in all states.

EB360 is a service mark of AXA Equitable Life Insurance Company, New York, NY.
AmWINS, Group Reinsurance Plus (GRP) and VSP perform administrative services on behalf of AXA Equitable and MONY America.

GE-128599 (08/17)(Exp. 08/19)

POLICYHOLDER Western New York District of the Wesleyan Church
POLICY NUMBER 001457
STATE OF ISSUE New York
EFFECTIVE DATE December 1, 2017

**GROUP TERM LIFE INSURANCE
POLICY**

**AXA EQUITABLE LIFE INSURANCE COMPANY
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104
(800) 777-6510**

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

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

Read Your Policy Carefully. It is a legal contract between You and AXA Equitable Life Insurance Company.

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



Mark Pearson, Chairman of the Board
and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

A note on capitalization in this Policy:

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

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Administrative Office:

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

ADMINISTRATIVE OFFICE:

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

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.

POLICY INFORMATION - POLICY NUMBER 001457

ELIGIBLE CLASS(ES): Class 1: All Active Full Time Employees working at least 30 hours per week

PREMIUM DUE DATE: The first day of every month

MINIMUM PARTICIPATION REQUIREMENTS: 100% of all eligible employees

LIFE INSURANCE BENEFIT:

CERTIFICATEHOLDER: BASIC - \$50,000

ADDITIONAL BENEFITS

ACCELERATED DEATH BENEFIT
WAIVER OF PREMIUM

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

ACCIDENTAL DEATH: CERTIFICATEHOLDER: 100% of Life Insurance Benefit

ACCIDENTAL DISMEMBERMENT: CERTIFICATEHOLDER: See Certificate Schedule

CERTIFICATEHOLDER

ACCIDENTAL DEATH (COMMON CARRIER):	100% of AD&D benefit up to \$250,000
EXPOSURE AND DISAPPEARANCE:	Included
REHABILITATION/PHYSICAL THERAPY:	\$5,000
SEATBELT:	\$10,000
AIRBAG:	\$5,000

Definitions

Certificateholder means the person designated as the certificateholder on a certificate, who is eligible for benefits provided by this Policy and who has received a certificate of insurance.

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

Insured Person means the person(s) insured for the benefits of the certificate or any attached rider as listed in the Schedule of Benefits.

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

Policy Renewal Date means the date on which this Policy may be renewed at the Policyholder's election and Our agreement.

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

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

Premium Due Date means the date on which a premium is due to Us. The Premium Due Date is shown on the Policy Information page.

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

Incorporation Provision

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

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

In no case will any Insured Person's rights and benefits under the Policy be less than those stated in the certificate.

Premiums, Grace Period and Reinstatement

Premium Payments: The Policyholder must pay premiums to Us on or before their due date, subject to the Grace Period provision.

The premium due will be the sum of the premiums applicable for all Insured Persons. 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 Policy Information page.

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

If the Certificateholder is not responsible for the cost of premiums, the Policyholder may not require the Certificateholder to contribute to the cost of insurance, except where necessary for the Policyholder to comply with applicable tax law. If the Certificateholder is responsible for some or all of the cost of premiums, the maximum amount that a Certificateholder 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: The initial premium rate is guaranteed for 24 Policy Months. After this initial period, We may change the premium rates. We will send You 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.

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

- (1) the terms of this Policy change;
- (2) a division, subsidiary, or affiliated company is added or deleted;
- (3) the number of insured Certificateholders changes by 10% or more in a 12 month period;
- (4) a new law or change in any existing law which applies to this plan; or
- (5) there is a change in classes covered by this Policy.

Premiums upon renewal are based on the attained ages of the Certificateholder and will increase with advancing ages.

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

If the Policyholder has given Us advance notice of an earlier cancellation date, the Policy will terminate on the earlier date. No such termination will take effect during any period for which the required premium has been paid to us. If the 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.

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

PREMIUMS, GRACE PERIOD AND REINSTATEMENT CONTINUED

Reinstatement: If We terminate coverage for non-payment of premium, You may reinstate coverage within 60 days following the date of termination, subject to our underwriting requirements in effect at that time. Your Policy will be reinstated upon Our approval of the application. If We do not notify You of Our disapproval in writing within 45 days of the date that Your application is received by Us, Your Policy will be deemed reinstated. The reinstated Policy will cover loss resulting from: (1) Injury sustained on or after the date of reinstatement and (2) Sickness that begins more than 10 days after the date of reinstatement. In all other respects, the parties under this Policy will have the same rights as provided immediately before the date of termination, subject to any provisions added in connection with the reinstatement. Any premium accepted in connection with the reinstatement will be applied to the period for which premiums have not been previously paid.

Termination

Termination by the Policyholder: After this Policy has been in force for 12 months, the Policyholder may terminate the Policy for any reason upon 31 days advance written notice. The Policy will terminate on the date notice is received or, if later, on the date named in the notice. The Policyholder will be responsible for any premium due up to the date of termination.

Termination by Us: We may terminate this Policy at any time if We do not receive premiums due by the end of the Grace Period.

We may terminate this Policy on any Premium Due Date by providing 31 days written notice
(1) if the Policyholder fails to provide information on a timely basis or perform any obligations required by this Policy and applicable law.

We will provide 30 days advance written notice prior to termination due to noncompliance with Policy provisions.

On any Policy Renewal Date, We may terminate this Policy for any reason by giving at least 31 days prior written notice to the Policyholder.

Termination of coverage under this Policy shall be without prejudice to any claim incurred while the Policy is in force.

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

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

Termination Due to Inability to Perform Obligations: Subject to the direction of the Superintendent of the New York State Department of Financial Services, We or the Policyholder may be excused from obligations under the Policy if either party is hindered or delayed directly for reasons beyond Our or the Policyholder's control, for as long as such events continue and We and the Policyholder use our best efforts to recommence performance whenever and to whatever extent reasonably possible without delay. Such reasons may include:

- complete or partial destruction of facilities or equipment; or
- lockout, strike, riot, war, act of God, or any law, order or decree of a governmental authority.

If this Policy is suspended or terminated due to this position, neither We nor the Policyholder will be liable for damages arising from the suspension or termination.

General Provisions

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

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

Conformity with State Law: Any provision of this Policy that is in conflict with the statutes of the state in which it was issued or with any federal statute is amended to conform to the minimum requirements of such statutes.

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

Entire Contract: This Policy, the Policyholder's application, the certificates, enrollment forms and any riders or endorsements to the Policy or certificates make up the entire contract. All such forms shall be attached to or endorsed upon this Policy.

Incontestability: Any statement made by the Policyholder will be deemed a representation and not a warranty. No statements will be used to contest the validity of the insurance unless they are included in a written application or enrollment form that has been made a part of the Policy. No such statement will be used to contest this coverage after it has been in force for two years during the Insured Person's lifetime. Any statement used to contest coverage must be material to the risk accepted or the hazard assumed by Us.

Individual Certificates: We will issue to the Policyholder an individual certificate to be given to each Certificateholder. Such certificate will describe the features of the insurance to which Insured Persons are entitled and to whom benefits are payable.

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

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

GENERAL PROVISIONS CONTINUED

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

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

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

Rights of the Policyholder: The Policyholder's rights under this Policy along with the rights of the Insured Persons 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.

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

**GROUP TERM LIFE
INSURANCE POLICY**

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

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

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

**AXA EQUITABLE LIFE INSURANCE COMPANY
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104
(800) 777-6510**

Fraud Warnings

Residents of all states unless listed below: 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.

District of Columbia Residents: 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.

Florida Residents: Any person who knowingly and with 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.

New York (applicable to Accidental Death & Dismemberment coverage only): Any person who knowingly and with intent to defraud any insurance company or other person files and 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 \$5,000 and the stated value of the claim for each such violation.

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.

**GROUP TERM LIFE INSURANCE
CERTIFICATE**

**AXA EQUITABLE LIFE INSURANCE COMPANY
1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104
(800) 777-6510**

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

Karen Field Hazin, Vice President,
Secretary and Associate 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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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 DATE:	As reported to US by the Policyholder
ELIGIBLE CLASS(ES):	Class 1: All Active Full Time Employees working at least 30 hours per week		
TYPE OF COVERAGE:	As reported to US by the Policyholder		
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 - \$50,000

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

CERTIFICATEHOLDER: \$50,000

MINIMUM CONVERSION AMOUNT: \$10,000

PREMIUM AMOUNT TO BE PAID BY CERTIFICATEHOLDER:

POLICYHOLDER:	Western New York District of the Wesleyan Church	POLICY NUMBER:	001457
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POLICYHOLDER'S ADDRESS:	4669 Pinecrest Terrace Eden, NY 14057
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STATE OF POLICY ISSUE:	New York	DEPT. OF INS. PHONE NUMBER:	(518) 474-4567
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ELIGIBILITY PERIOD:	0 Days if You are Actively at Work for the Policyholder on the Policy Effective Date; or 0 Days if You start working for the Policyholder after the Policy Effective Date.
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Schedule of Benefits

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 \$250,000 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 upon attainment of the ages shown below. For the age(s) shown below, Your amount of insurance will be reduced to the percentage of the Scheduled Benefit shown below:

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

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

AD&D BENEFIT AMOUNT:	CERTIFICATEHOLDER 100% of the Life Insurance Benefit
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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 One Hand and One Foot	100%
• Loss of One Limb	50%
• Loss of Sight in Both Eyes	100%
• Loss of Hearing in Both Ears	50%
• Loss of Sight in One Eye	50%
• Loss of Speech	50%
• Loss of Hand or Foot and Sight in One Eye	100%
• Quadriplegia	100%
• Hemiplegia	50%
• Paraplegia	75%
• Loss of All Fingers on One Hand	25%
• Loss of All Toes on One Foot	25%
ACCIDENTAL DEATH (COMMON CARRIER):	100% of AD&D benefit up to \$250,000
EXPOSURE AND DISAPPEARANCE:	Included
REHABILITATION/PHYSICAL THERAPY:	\$5,000
SEATBELT:	\$10,000
AIRBAG:	\$5,000

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 Policyholder's place of business, an alternate place approved by the Policyholder, or a place to which the Policyholder's business requires the certificateholder to travel. A certificateholder will be deemed to be Actively At Work on weekends or Policyholder 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 Policyholder 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 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.

Eligible Employer means any employer who is engaged in commerce or in any industry or activity affecting commerce who employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year.

Eligible Employee means an employee who has worked for the Eligible Employer:

- (1) for at least 12 months; and
- (2) for at least 1,250 hours (approximately 24 hours per week) during the year preceding the start of the leave; and
- (3) at a work-site where the Eligible Employer employs at least 50 employees within a 75-mile radius.

For this purpose, "employs" has the meaning provided by the Federal Family and Medical Leave Act (FMLA).

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 Policyholder 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. See Type of Coverage definition.

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

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

DEFINITIONS CONTINUED

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.

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 group life insurance policy carried by the Policyholder 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.

Accidental Death & Dismemberment Definitions

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.

Common Carrier means a commercial airplane, train, bus, trolley, subway, ferry or boat that operates on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

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

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 Policyholder 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 Policyholder 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 Policyholder; 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 .

Any reduction pursuant to this provision will take place on the Insured Person's birthday.

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 Death Benefit (Common Carrier): If an Insured Person dies as a direct result of an Injury sustained in an accident while a fare paying passenger on a Common Carrier, We will pay the Accidental Death (Common Carrier) Benefit Amount as shown on the Schedule of Benefits. Death must occur within 365 days of the 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.

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.

Rehabilitation/Physical Therapy Benefit: This benefit is payable if:

- (1) an Insured Person is Injured;
- (2) the Accidental Dismemberment Benefit is payable; and
- (3) the Insured Person requires physical or rehabilitative therapy treatment for the dismembering Injury.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS CONTINUED

Physical or rehabilitative therapy must be prescribed by a Physician, rendered by a licensed physical or rehabilitative therapist in a medical facility and completed by the Insured Person.

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
- (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.

Exclusions

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

- (1) caused or contributed to by disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
- (2) caused or contributed to by an infection not occurring as a direct result or consequence of the accidental bodily injury;
- (3) caused or contributed to by suicide, attempted suicide, or intentionally self-inflicted injury;
- (4) caused or contributed to by travel in or descent from an aircraft, if the Insured Person acted in a capacity other than as a passenger;
- (5) caused or contributed to by travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond the earth's atmosphere;
- (6) declared or undeclared war, or any act of war, or any conflict involving the armed forces of one or more countries;
- (7) caused or contributed to by active participation in a riot, insurrection;
- (8) caused or contributed to by the Insured Person's participation in a felony or illegal occupation ("felony" is defined by the law of the jurisdiction in which the activity takes place);
- (9) caused or contributed to by intoxication as defined by the jurisdiction where the accident occurred;
- (10) caused or contributed to by riding or driving an air, land or water vehicle in a race, speed or endurance contest;
- (11) caused or contributed to by bungee jumping, rock climbing, mountain climbing, hang-gliding, skydiving, parachuting, ultralight, soaring, ballooning and parasailing.

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 24 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 of Certificateholder's Coverage: Subject to the Conversion provision below, Your insurance will terminate upon the earliest of the following:

- (1) Your Written Request to terminate;
- (2) the date the Certificate lapses due to nonpayment of premium;
- (3) the date You convert all of the Face Amount;
- (4) the date You are no longer a member of an eligible class;
- (5) the expiration date shown in the Schedule of Benefits;
- (6) the date the Policy terminates; or
- (7) Your death.

We may not terminate Your coverage while premiums are being waived pursuant to the Waiver of Premium benefit, even if the group Policy terminates.

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 Policyholder 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 policy 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 of loss 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 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 an Insured Person will be deemed a representation and not a warranty. No statements related to insurability will be used to contest coverage with respect to which such statement was made unless it has been signed by the Insured Person and a copy of the statement has been given to the Insured Person or to Your Beneficiary. No such statement will be used to contest this Certificate after it has been in force for two years, during the life of the insured,

GENERAL PROVISIONS CONTINUED

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 (“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. 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. We may also ask others about you, 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
- 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.

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
 - 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, an Employee Benefits products (Group Life, Dental, Vision, Disability or Deductible Insurance) 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. To obtain information from our files or a copy of our access and correction policy, please write to:

AXA Equitable Life Insurance Company
Attention: Customer Relations
525 Washington Blvd, 22nd Floor
Jersey City, NJ 07310

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 Customer Relations Center at 1-212-314-3941 or email Customer.Relations@axa-equitable.com.

Notice to Clients of AXA Advisors, LLC

The Financial Industry Regulatory Authority (FINRA) has published an investor brochure that describes its Public Disclosure Program. You may obtain a copy of the brochure by calling FINRA's Public Disclosure Program 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

Group Employee Benefits Producer Compensation Notice

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

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



AXA Equitable Life Insurance Company*
MONY Life Insurance Company of America*
For Assistance Call (866) 274-9887

PRODUCER COMPENSATION NOTICE

AXA¹ utilizes the services of brokers, advisors, and consultants (collectively, “Producers”) in connection with the sale of our Employee Benefits products. We believe that the expertise of these Producers is valuable to our customers, and so AXA provides compensation to these Producers for their services. A Producer may receive one or more of the compensation types listed below in connection with the sale of AXA Employee Benefits products to you and/or your employees.²

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

Supplemental Compensation – this compensation, which is payable only in connection with sales of certain AXA Employee Benefits products, is payable to all Producers other than advisors³ who meet certain pre-defined annual sales thresholds. This compensation is also payable as a percentage of annual premium on a pre-defined flat commission scale or on a graded schedule; however, unlike base compensation, under the supplemental compensation graded schedule, the commission percentage increases as the annual premium increases. The payment of supplemental compensation as to any particular sale does not affect the cost of the product purchased because the cost of supplemental compensation is considered part of the overhead expenses for all of AXA’s Employee Benefits products.

For more information about AXA’s Producer Compensation Program for its Employee Benefits products, please visit ebaccounts@axa.us.com.

¹ “AXA” is the brand name for AXA Equitable Financial Services, LLC and its family of companies, including AXA Equitable Life Insurance Company (AXA Equitable) and MONY Life Insurance Company of America (MLOA). AXA’s Employee Benefits products are issued by either AXA Equitable or MLOA. AXA Equitable and MLOA are each responsible for their respective obligations, which are backed solely by each company’s respective claims-paying abilities.

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

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

GE-105794pcn (09/17)(Exp. 09/19)

* “AXA” is the brand name of AXA Equitable Financial Services, LLC and its family of companies, including AXA Equitable Life Insurance Company (AXA Equitable) located at 1290 Avenue of the Americas, New York, NY 10104 and MONY Life Insurance Company of America (MONY America) located at 2999 North 44th Street, Suite 250, Phoenix, Arizona 85018.

