

**GROUP TERM LIFE INSURANCE  
CERTIFICATE**

**MONY LIFE INSURANCE COMPANY OF AMERICA  
2999 NORTH 44<sup>th</sup> STREET, SUITE 250, PHOENIX, ARIZONA 85018  
(866) 274-9887**

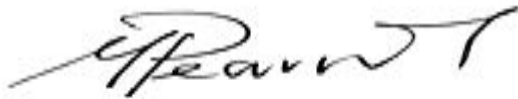
This Certificate is a part of the Policy, which is a legal contract between the Policyholder and Us. We issue this Certificate based on the Insured Persons' applications and payment of premium when due. We certify that We will pay the benefits described in this Certificate subject to all terms, conditions and limitations outlined in 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.

In the case of any conflict between any provisions of the Policy and this Certificate, the provisions of the Policy shall govern. However, any Insured Person'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 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. Premiums may change on renewal. Nonparticipating.**



Mark Pearson, Chairman of the Board  
and Chief Executive Officer



Dave S. Hattem, 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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**MONY LIFE INSURANCE COMPANY OF AMERICA**  
**HOME OFFICE: 2999 NORTH 44<sup>th</sup> STREET, SUITE 250, PHOENIX, ARIZONA 85018**  
**(866) 274-9887**

## **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.



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## Schedule of Benefits

### ADMINISTRATIVE OFFICE:

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

***MONY LIFE INSURANCE COMPANY OF AMERICA***  
***525 Washington Blvd., 22nd Floor***  
***Jersey City, NJ 07310***  
**[Customer.Relations@axa-equitable.com](mailto: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 payable for terminal illness, severe cognitive impairment or loss of Activities of Daily Living

Administrative Fee: \$0

#### WAIVER OF PREMIUM

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## 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 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.

**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 who is under age 26 and is:

- (1) Your biological child;
- (2) Your legally adopted child;
- (3) Your foster child from the time he or she is placed in the home;
- (4) Your stepchild;
- (5) the child of Your Civil Union partner;
- (6) the child of Your Domestic Partner; or
- (7) 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. We reserve the right to require that You provide proof of legal custody, legal guardianship, support and maintenance, residency in Your household, blood relationship or legal relationship.

A Dependent Child also includes any child, regardless of age, who is incapable of self-sustaining employment by reason of mental or physical disability and became so incapacitated prior to age 26. Proof of disability must be sent to Us within 31 days after the child attains age 26, and at reasonable

## DEFINITIONS CONTINUED

intervals at our request, but not more often than annually after the two- year period following the child's 26th birthday.

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

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

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

**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. The cost of any Evidence of Insurability will be at Our expense.

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.

**Insured Person** means the person(s) covered under the type of coverage. See Type of Coverage definition.

## DEFINITIONS CONTINUED

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

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

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

**Physician** means a person properly licensed or certified to provide medical care under the laws of the state where he or she practices 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 performing the material duties of their own occupation and (b) after premiums have been waived for two years, keeps the Insured Person from performing the 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 MONY 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 certificateholder, as specified on the Schedule of Benefits.



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## 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.

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## 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 Death Benefit will be paid in a lump sum.

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 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.

**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) 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 Person diagnosed as Terminally Ill;
- (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.

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:

## LIFE BENEFITS CONTINUED

- (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 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 and will not reduce any accidental death and dismemberment benefits provided in or with this Certificate.

Payment of the accelerated death benefit is due immediately upon receipt of the satisfactory written proof of benefit eligibility. 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.

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## Premium Payments

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

**Premium Change:** The initial premium rate is guaranteed for 36 Policy Months. After this initial period, We may change the premium rates. We will send the Policyholder written notice of any such change at least 45 days before the change becomes effective, though a change may take effect on an earlier date when both We and the Policyholder agree in writing. Rates will not change more than once in any 12 month period. If this Certificate is continued under a Portability provision, We will send notice of a premium change to You instead of the Policyholder.

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

If You or the Policyholder give Us advance notice of an earlier cancellation date, coverage will terminate on the earlier date. No such termination will take effect during any period for which the required premium has been paid to us. If the Policyholder replaces the Policy with another group policy but does not give Us written notice of intent to end the Policy, the grace period provisions of the Policy and Certificate will apply.

If the premium is not paid on the due date, We will give written notification to the Policyholder explaining that if the premium is not paid by the end of the grace period, the Policy will end on the last day of the grace period. If We fail to give such written notice, the insurance provided under the Policy will continue in effect until the date such notice is given. If this Certificate is continued under the Portability provision, written notice will be provided to You instead of the Policyholder.

**Waiver of Premium:** We will waive premiums due for Life Insurance benefits in 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 60<sup>th</sup> birthday;
- (4) You have been continuously Totally Disabled for at least 9 months, during which time premiums were paid as due. If Total Disability starts during a grace period, the premium due must be paid before any premiums will be waived; and
- (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.

If You die during the waiver benefit period, Proof of Loss should be submitted to Us after death. Proof of Loss includes supporting documentation that Total Disability continued without interruption from the date the waiver benefit started to the date of death. If You had converted the continued coverage to an individual life insurance policy, We will pay the continued life insurance if the individual policy is returned.

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## 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 any part of the Face Amount;
- (4) the date You are no longer a member of an eligible class;
- (5) the date reported to US by the Policyholder;
- (6) the date the Policy terminates; or
- (7) Your death.

**Termination of Accelerated Death Benefit:** The Accelerated Death Benefit shall end at the earliest of:

- (1) Our receipt of your written request to terminate the benefit;
- (2) The date a Your coverage ends under the certificate;
- (3) The end of the Grace Period;
- (4) The date the Policy ends; or
- (5) The date You cease to be in an eligible class under the Certificate.

Termination shall not prejudice the payment of benefits for any qualifying event that occurred while the Certificate was in force.

**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.
- (4) Your 70<sup>th</sup> 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.

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## Portability

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

- (1) the Insured Person is no longer Actively at Work or the Policy terminates;
- (2) the request to exercise this Portability option is sent to us prior to the Insured Person's 65<sup>th</sup> birthday; and
- (3) the first premium is paid within 31 days of the earlier of:
  - the Policy termination date; or
  - the date the Insured Person is no longer Actively at Work.

Premiums due will be paid directly to Our administrative office and will include any portion previously paid by the Policyholder. Premiums will be billed directly to You at Your last known address.

Accidental Death and Dismemberment benefits, Waiver of Premium and Accelerated Death Benefits, if provided by this Certificate, may not be ported. You may port only the amount of life insurance that was in effect under this Certificate and for which no application to convert has been made.

If premiums are paid and the Insured Person dies within 31 days of the earlier of the Policy terminating or the date the Insured Person is no longer Actively at Work, We will pay the Death Benefit in accordance with the Conversion provision. If an application for portability coverage is received by Us during such period, then We will pay the Death Benefit, exclusive of any Accidental Death and Dismemberment benefits, that the Insured Person was entitled to convert under the terms of the Certificate. Any premiums paid for portability coverage shall be refunded. In no event will We be required to pay the Death Benefit under both the Conversion and Portability provisions of the Certificate.

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## Conversion Option

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

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

The 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.

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## 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.

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 a continuation period, you resume Active Work in an eligible class, Your coverage will continue under the Group Policy. Otherwise, employment will be considered to end and coverage for all Insured Persons will terminate as described in the Termination section. 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 You cease Active Work 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 Six 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. 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).



## CONTINUATION CONTINUED

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.

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. If at the end of the leave continuation period You are no longer eligible for insurance under this Certificate, the Conversion Option provision describes Your right to convert Your coverage to a permanent insurance policy.

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.

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## 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](mailto: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 and proof of the claimant's interest in the Death Benefit.

**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.

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## 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 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:** 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 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 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 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

## GENERAL PROVISIONS CONTINUED

rider, endorsement or amendment affecting Insured Persons will be provided to the Certificateholder for attachment to the 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 will be used to avoid insurance, reduce benefits or defend a claim 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 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 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; 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 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.

**Misstatement of Smoking Status:** If the smoking status of an Insured Person has been misstated in the application or any application amendment, We will adjust the amount payable upon an Insured Person'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 Person examined while a claim is pending unless it is forbidden by law.

**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**

MONY LIFE INSURANCE COMPANY OF AMERICA  
2999 NORTH 44<sup>th</sup> STREET, SUITE 250, PHOENIX,  
ARIZONA 85018

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