



EQUITABLE

# BrightLife® Grow, Series 159 Rider & Endorsement Specimens

Equitable Financial Life Insurance Company (EFLIC), ICC

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## **2% Interest Guarantee Endorsement**

In this endorsement "we," "our" and "us" mean Equitable Financial Life Insurance Company. "You" and "your" mean the owner of the policy.

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This endorsement is made part of the policy and applies in lieu of any policy provisions to the contrary. The effective date of this endorsement is the date it is attached to the policy. This endorsement improves your policy by providing an additional guarantee as described below. There is no cost for this endorsement.

This endorsement provides an Alternate Policy Account that is used to determine: (i) if policy values are sufficient to cover monthly deductions; (ii) the amount payable if you give up the policy while the insured person is living; (iii) the amount payable upon the death of the insured person; and (iv) the maximum amount available for policy loans. It is also used to determine any changes in face amount which result from death benefit option changes you request.

### **Alternate Policy Account**

The Alternate Policy Account is calculated from the Register Date shown in the "Policy Information" section of the policy and is comprised of an impaired portion and an unimpaired portion. The impaired portion of the Alternate Policy Account is equal to any value you have in the loaned portion of the Guaranteed Interest Account. The unimpaired portion of the Alternate Policy Account is equal to:

- the net premiums;
- loan repayments and transfers that reduce the loaned portion of the Guaranteed Interest Account; and
- interest credited and transferred to it;

*minus*

- the monthly deductions;
- policy loans and transfers that increase the loaned portion of the Guaranteed Interest Account; and
- partial withdrawals.

The interest rate we credit daily to the unimpaired portion of the Alternate Policy Account is fixed and guaranteed at 2% per year.

We make deductions from the Alternate Policy Account, as described in the "Monthly Deductions" provision of the policy. The alternate net amount at risk used to compute the alternate monthly cost of insurance is the Alternate Death Benefit minus the amount in the Alternate Policy Account. The monthly cost of insurance rates used in this calculation are the same as the current monthly cost of insurance rates we use under the policy. The Alternate Death Benefit is determined in the same manner as the death benefit described in the "Base Policy Death Benefit" provision of the policy, except that the terms "death benefit" and "Policy Account" are replaced with the terms "Alternate Death Benefit" and "Alternate Policy Account."

The monthly deduction from the Alternate Policy Account for any Choice Indexed Accounts is calculated as follows: (i) we determine the percentage of your Policy Account--excluding any value you may have in the loaned portion of the Guaranteed Interest Account--that is allocated to the Segment Values of any Choice Indexed Accounts as of the start of the policy month; and (ii) we multiply the monthly Segment Charge rate, which is shown in the Table of Maximum Monthly Deductions from the Policy Account in the "Policy Information" section of the policy, by that same percentage of the unimpaired portion of the Alternate Policy Account.

The monthly deductions from the Alternate Policy Account for the administrative charge, any flat extra charges, and the costs of any benefits provided by riders are the same as the corresponding monthly deductions from the Policy Account, except as described in the "**How This Endorsement Relates to Other Endorsements or Riders On Your Policy**" provision of this endorsement.

Any value you have in the loaned portion of the Guaranteed Interest Account will be part of your Alternate Policy Account. As noted above, we refer to this as the impaired portion of your Alternate Policy Account. Any policy loan or transfer that is added to your value in the loaned portion of the Guaranteed Interest Account will be deducted from the unimpaired portion of your Alternate Policy Account. Any loan repayment or transfer that is deducted from your value in the loaned portion of the Guaranteed Interest Account will be added to the unimpaired portion of your Alternate Policy Account. This endorsement does not change the manner in which we deduct a policy loan from or add a loan repayment to the unloaned portion of your Policy Account.

We will credit interest to the impaired portion of the Alternate Policy Account daily, at the same interest rate we credit to the loaned portion of the Guaranteed Interest Account. This interest rate will never be less than 2% per year. On each policy anniversary, and at any time you repay the entire policy loan, we will transfer the interest that has been credited to the impaired portion of the Alternate Policy Account to the unimpaired portion of the Alternate Policy Account.

We will deduct (1) monthly deductions, (2) partial withdrawals, and (3) policy loans and transfers that increase the loaned portion of the Guaranteed Interest Account, as described in the policy and this endorsement from the Policy Account and the Alternate Policy Account, excluding any value you may have in the loaned portion of the Guaranteed Interest Account.

**Policy Default.** At the start of each policy month, we will use the Net Cash Surrender Value, as defined in the policy, or Alternate Net Cash Surrender Value, as defined in this endorsement, to determine whether the policy is in default. If the Net Cash Surrender Value is not sufficient to cover total monthly deductions, the policy is not in default if we determine that the Alternate Net Cash Surrender Value is sufficient to cover alternate monthly deductions.

If both the Net Cash Surrender Value and Alternate Net Cash Surrender Value are not sufficient to cover their respective monthly deductions and:

- (i) if a No Lapse Guarantee Rider is attached to the policy and is in effect, the policy is not in default if the conditions specified in the rider are met; or
- (ii) if either the No Lapse Guarantee Rider is not attached to the policy, or if the rider is attached to the policy but is no longer in effect or the conditions of the rider are not met, the policy is then in default as of the first day of the policy month and will enter the grace period, as described in the policy.

If your policy is in default, the payment required to avoid policy termination will be the lesser of:

- (1) an amount sufficient to increase the Net Cash Surrender Value to cover all monthly deductions for 3 months, calculated assuming no interest was credited to the Policy Account and no policy changes were made; and
- (2) an amount sufficient to increase the Alternate Net Cash Surrender Value to cover alternate monthly deductions for 3 months, calculated assuming no interest was credited to the Alternate Policy Account and no policy changes were made.

However, if a No Lapse Guarantee Rider is attached to the policy and is in effect, the payment required will not be greater than the sum of (1) the premium amount, if any, necessary to maintain the guarantee of the rider, and (2) the loan repayment amount necessary to repay any outstanding policy loan and accrued loan interest.

**Restoring Your Policy Benefits.** If this policy has ended without value and you request a restoration of policy benefits as specified in the policy, we will calculate the unimpaired portion of the Alternate Policy Account, as described in this endorsement, as of the effective date of restoration. It will be equal to the balance of the required payment after deduction of the premium charge, plus a surrender charge credit. The surrender charge credit will be the surrender charge that was deducted on the date of default, but not greater than the applicable surrender charge as of the effective date of restoration.

**Cash Surrender Value.** The cash surrender value on any date is equal to the greater of: (1) the Cash Surrender Value, as defined in the policy; and (2) the Alternate Cash Surrender Value, which is the Alternate Policy Account minus any applicable surrender charge.

**Net Cash Surrender Value.** If you give up this policy while the insured person is living, you will receive the greater of: (1) the Net Cash Surrender Value, as defined in the policy; and (2) the Alternate Net Cash Surrender Value, which is the Alternate Cash Surrender Value minus any outstanding policy loan and accrued loan interest.

**Loan Value.** The loan value on any date will be the greater of: (1) the Cash Surrender Value, as defined in the policy, on that date; and (2) the Alternate Cash Surrender Value. The amount of any new loan you take may not be more than the loan value, less any existing loan and accrued loan interest.

**Death Benefit.** The death benefit on the date of death of the insured person will be the greater of: (1) the death benefit, as defined in the policy, on that date, **minus**, if the insured person dies during a grace period, the lesser of any overdue monthly deductions from your Policy Account or the premium amount, if any, that would have been necessary to maintain the guarantee of any No Lapse Guarantee Rider in effect under the policy; and (2) the Alternate Death Benefit, as defined in the "Alternate Policy Account" provision of this endorsement, on that date, **minus**, if the insured person dies during a grace period, the lesser of any overdue alternate monthly deductions from your Alternate Policy Account and the premium amount, if any, that would have been necessary to maintain the guarantee of any No Lapse Guarantee Rider in effect under the policy.

**Insurance Benefit.** The Insurance Benefit includes the following amounts, which we will determine as of the date of death of the insured person:

- the death benefit described in the "Death Benefit" provision of this endorsement;
- **plus** any other benefits then due from riders to this policy, which are payable to the base policy beneficiary;
- **minus** any policy loan and accrued loan interest, or liens;

**Partial Net Cash Surrender Value Withdrawal.** The amount available for any partial withdrawal will not be greater than the Net Cash Surrender Value as defined in the policy, without regard to the Alternate Net Cash Surrender Value.

If you request a partial withdrawal, the death benefit is Option A, and the death benefit as described in the "Death Benefit" provision of this endorsement minus the amount to be withdrawn is less than the base policy face amount, the base policy face amount will be reduced to the death benefit as described in the "Death Benefit" provision of this endorsement minus the amount to be withdrawn.

**Death Benefit Option Changes.** If you request a change in your death benefit option, we will use the greater of the Policy Account and Alternate Policy Account to determine the base policy face amount on the date the change takes effect.

**How This Endorsement Relates to Other Endorsements or Riders On Your Policy.** The "Policy Information" section of your policy describes how this endorsement affects any other endorsements or additional benefit riders attached to this policy.

**EQUITABLE FINANCIAL LIFE INSURANCE COMPANY**



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

***Accelerated Death Benefit for  
Long-Term Care Services Rider***

*In this rider "we", "our" and "us" mean Equitable Financial Life Insurance Company. "You" and "your" mean the owner of the policy.*

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**BENEFIT FOR LONG-TERM CARE SERVICES RIDER THAT COVERS ADULT DAY CARE, ASSISTED LIVING CARE, CUSTODIAL CARE, HOME HEALTH CARE, HOSPICE CARE, CARE IN A LONG-TERM CARE FACILITY, SKILLED NURSING CARE, INTERMEDIATE CARE AND NURSING HOME CARE. THE RIDER ALSO COVERS SUBSTANTIAL ASSISTANCE AND SUBSTANTIAL SUPERVISION WITH THE ACTIVITIES OF DAILY LIVING**

**What this Rider Does.** As described below in this rider: Upon you meeting certain conditions discussed below, we will pay you an amount each month as an acceleration of all or part of the policy death benefit if the insured person becomes Chronically Ill and receives Qualified Long-Term Care Services in accordance with a Plan of Care. Benefits paid will be a lien against policy values, unless benefits are being paid under the "Nonforfeiture Benefit" provision, and will be reduced if there is an outstanding policy loan. While this rider is in force, and once benefits have been paid, certain transactions and provisions of the policy will be restricted. There is a charge for this rider.

**Taxation.** The benefits paid under this rider are intended to be treated for Federal income tax purposes as accelerated death benefits under the Internal Revenue Code (the "Code") on the life of a Chronically Ill Individual receiving qualified long-term care services within the meaning of section 7702B of the Code. The benefit is intended to qualify for exclusion from income within the limits of those provisions of the Code in effect at the issuance of this rider. Receipt of these benefits may be taxable and may affect your investment in the contract. Charges for this rider will reduce your investment in your contract for income tax purposes. You should consult your tax advisor as to your own situation regarding the taxation of any benefits received. This rider is intended to be a qualified long-term care insurance contract under section 7702B(b) of the Code.

**Caution.** We issued this rider based on your and the insured person's answers to the questions on the application for this rider. Copies of your application for the policy and this rider are attached to the policy. If your or the insured person's answers are not complete or true, we can deny benefits or rescind this rider, subject to this rider's "Representations and Contestability" provision. The best time to clear up any questions is now, before a claim arises. If, for any reason, any answers are incorrect, contact us at our Administrative Office shown in the policy.

**Notice to Owner.** This rider may not cover all of the costs of long-term care during the insured person's Period of Coverage. Please carefully review all policy and rider limitations. Receipt of benefits under this rider may adversely affect your eligibility for governmental benefits or public assistance programs, such as Medicaid.

**Effective Date of this Rider.** This rider is effective on the Register Date of the policy.

**Right to Examine this Rider.** You may examine this rider, and if for any reason you are not satisfied with it, you may cancel it by returning it with a written request for cancellation to our Administrative Office or to the agent who sold it to you by the 30<sup>th</sup> day after you receive it. If you do this, we will reverse any charges for this rider, and this rider will be treated as if it had never been issued. You may not add this rider to the policy at any later time.

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**Cost of this Rider.** The monthly charge for this rider is part of the monthly deductions described in the policy. The monthly rate for this rider is based on the insured person's sex, issue age, class of risk and tobacco user status, as well as the benefit percentage you choose. We may revise the rider's rates from time to time. Any change in the rider's rates will be as described in the "Changes in Policy Cost Factors" provision of the policy. However, the rider's rate will never be more than the guaranteed rate shown in the "Policy Information" section of the policy. We will give you at least 60 days' notice prior to the implementation of any rate increase.

The monthly charge for this rider is equal to the current monthly rate per \$1000 for this rider times the net amount at risk for this rider divided by \$1000. The net amount at risk for this rider depends on the policy death benefit option. For death benefit Option A, the net amount at risk for this rider is the lesser of (1) the current Face Amount minus your Policy Account Value (but not less than zero) and (2) the current Long-Term Care Specified Amount. For death benefit Option B, the net amount at risk for this rider is the current Long-Term Care Specified Amount.

The monthly charge for this rider will apply while this rider and policy are in effect, but not beyond the policy anniversary nearest the insured person's 121<sup>st</sup> birthday. The rider charge will not be deducted while rider benefits are being paid.

The monthly charge for this rider with the optional Nonforfeiture Benefit is greater than it would be had you not selected it. However, if your coverage is continued as a Nonforfeiture Benefit, no additional rider charges will be due or payable thereafter. Please see the "Nonforfeiture Benefit" provision of this rider for more information.

**Renewability.** Unless this rider terminates (see "Rider Termination" provision) it will remain in force as long as the policy remains in force. Since you have selected the Nonforfeiture Benefit, a limited amount of coverage may be continued, even if the rider without the Nonforfeiture Benefit would otherwise have terminated. Please see the "Nonforfeiture Benefit" provision of this rider for more information.

**Lapse Protection.** If the net policy value is insufficient to cover policy monthly deductions while benefits under this rider are being paid, we will not lapse the policy.

### Rider Definitions

**Accumulated Benefit Lien Amount.** We establish a lien whenever benefits are paid under this rider. The amount of this lien will equal the cumulative amount of rider benefits paid (including any loan repayments) during a Period of Coverage. We will deduct this lien amount from the base policy death benefit if the insured person dies before the end of a Period of Coverage. We will also reduce the Cash Surrender Value as described in the "Effect of Rider Benefits on Policy" provision of this rider.

If the insured person is alive at the end of a Period of Coverage, the Accumulated Benefit Lien Amount is reset to zero after policy values are reduced as explained in the "Effect of Rider Benefits on Policy" provision of this rider.

No additional lien will be established for any benefits paid under the "Nonforfeiture Benefit" provision of this rider.

**Activities of Daily Living ("ADLs").** Those activities that measure the insured person's ability for self care. The ADLs used in this rider to determine the level of care the insured person needs are:

1. Bathing: washing oneself by sponge bath; or in either a tub or shower, including the task of getting in or out of the tub or shower.
2. Continence: the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag.
3. Dressing: putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
4. Eating: feeding oneself by getting food into one's body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.
5. Toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. Transferring: moving into or out of a bed, chair, or wheelchair.

**Acute Condition.** The individual is medically unstable and requires frequent monitoring by medical professionals, such as physicians and registered nurses, in order to maintain his or her health status.

**Adult Day Care.** A state licensed or certified program for a specified number of individuals providing social or health-related or both types of services during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disable adults who can benefit from care in a group setting outside the home.

**Assisted Living Care.** Personal custodial monitoring and assistance with ADLs provided in a residential setting in a state licensed or certified facility.

**Assisted Living Facility.** A facility that primarily provides ongoing care and related services to inpatients in one location and meets all of the following:

1. provides 24-hour-a-day care and services sufficient to support needs resulting from Cognitive Impairment or inability to perform ADLs;
2. has a trained and ready to respond employee on duty at all times to provide that care;
3. provides 3 meals a day and accommodates special dietary needs;
4. is licensed or accredited to provide such care, if licensing or accreditation is required by the state in which the care is received;
5. has formal arrangements for the services of a physician or nurse to furnish medical care in the case of emergency; and
6. has appropriate methods and procedures for handling and administering drugs and biologics.

**Chronically Ill Individual.** An individual who has been certified by a Licensed Health Care Practitioner as:

1. being unable to perform (without Substantial Assistance from another person) at least two ADLs for a period of at least 90 days due to a loss of functional capacity; or
2. requiring Substantial Supervision to protect such individual from threats to health and safety due to Cognitive Impairment.

**Cognitive Impairment.** A severe deficiency in the insured person's short or long term memory; orientation as to person, place, and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Included in this definition are nervous or mental disorders of organic origin, including Alzheimer's Disease and senile dementia, which are determined by clinical diagnosis or tests.

**Custodial Care.** Personal assistance and care provided while the insured person is confined as an inpatient in any facility licensed by the state. Custodial Care includes assistance with the ADLs. Persons eligible for Custodial Care are those who are unable to care for themselves but who do not require Skilled Nursing Care or Intermediate Care. Custodial Care must be performed under the orders of a Physician.

**Elimination Period.** A required period of time while this rider, including any continued coverage under the Nonforfeiture Benefit, is in force that must elapse before any benefit is available to you under this rider. This rider will have an Elimination Period of 90 days, beginning on the first day of any Qualified Long-Term Care Services that are provided to the insured person. Benefits under this rider will not be paid until the Elimination Period is satisfied, and benefits will not be retroactively paid for the Elimination Period. The Elimination Period can be satisfied by any combination of days of a Long-Term Care Facility stay or any days of Home Health Care. Each day of care or service will be counted towards the Elimination Period, whether or not continuous. The Elimination Period must be satisfied within a consecutive period of 24 months starting with the month in which such services are first provided. The Elimination Period must be satisfied only once while this rider is in effect.

**Home Health Care Provider.** A licensed home health care agency which provides medical and non-medical services, to ill, disabled or infirm persons in their homes. Such services include homemaker services, assistance with ADLs and respite care services. This also includes an employee of a Hospital acting in the capacity of providing care in a private home.

**Hospice Care Facility.** A licensed hospice facility which provides palliative and supportive medical and other health services to meet the physical, social, spiritual, and special needs of terminally ill patients and their families in a group residential setting.

**Hospital.** A place which is licensed to provide care and treatment for sick or injured persons as resident bed patients. It must provide:

1. a registered graduate nurse on duty or on call at all times to supervise 24-hour nursing services;
2. the means for diagnosis, treatment, and surgery; and
3. a doctor present or on call at all times to supervise all care.

**Immediate Family.** Your or the insured person's spouse, parents, grandparents, siblings, children, stepchildren, grandchildren and their respective spouses. Immediate Family also includes immediate family of your or the insured person's spouse.

**Intermediate Care.** Medically necessary care provided under the supervision of a registered nurse or a Physician in a Long-Term Care Facility to the insured person who is a resident patient. These services are provided to persons who do not require the degree of care and treatment of Skilled Nursing Care but who, because of their Cognitive Impairment or physical condition, require care and services above the level of Custodial Care. An attending Physician must certify that Intermediate Care in a Long-Term Care Facility is medically needed.

**Licensed Health Care Practitioner.** A Physician, a registered nurse (R.N.), a licensed social worker, or any other individual who meets the requirements prescribed by the U.S. Secretary of the Treasury. A Licensed Health Care Practitioner does not include you, the insured person, a member of your or the insured person's Immediate Family, anyone who is under suspension from Medicare or Medicaid

**Long-Term Care Facility.** A facility, other than the acute care unit of a Hospital, that provides Skilled Nursing Care, Intermediate Care, or Custodial Care, and is licensed by the appropriate state licensing agency. It must also have:

1. a registered graduate nurse on duty at all times to supervise 24-hour nursing service;
2. a doctor to supervise the operation of the facility;
3. a planned program of policies and procedures that were developed with the advice of a professional group of at least one doctor or nurse; and
4. a doctor available to furnish emergency medical care.

A Long-Term Care Facility does not mean:

1. a facility that primarily treats drug addicts or alcoholics;
2. a facility that primarily provides domiciliary, residency, or retirement care; or
3. a facility owned or operated by a member of your or the insured person's Immediate Family.

**Long-Term Care Specified Amount.** The initial Long-Term Care Specified Amount is equal to the face amount of the base policy at issue times the Acceleration Percentage, and it is shown on Page 3 of the policy. This amount may change due to policy transactions, and will be reduced at the end of a Period of Coverage to reflect benefits paid during that Period of Coverage. See the "Effect of Policy Transactions on Rider Benefits" and "Effect of Rider Benefits on Policy" provisions of this rider for more information.

**Maximum Monthly Benefit.** The maximum amount we will pay in a month for Qualified Long-Term Care Services for the insured person. The initial Maximum Monthly Benefit at issue is equal to the Long-Term Care Specified Amount multiplied by the benefit percentage, shown on Page 3 of the policy, that you have selected. Subsequently, the Maximum Monthly Benefit is equal to the Maximum Total Benefit as determined on the first day of the first period of coverage multiplied by the benefit percentage.

When you submit a claim, you may ask that an amount less than the Maximum Monthly Benefit be paid; (but not less than \$500). Receiving a lower Monthly Benefit Payment could increase the length of time benefits may be payable.

If your coverage is continued as a Nonforfeiture Benefit and benefits have previously been paid under this rider, the Maximum Monthly Benefit will not change. If your coverage is continued as a Nonforfeiture Benefit and benefits have not previously been paid under this rider, the Maximum Monthly Benefit will be equal to the Maximum Total Benefit as determined on the date coverage under the "Nonforfeiture Benefit" provision begins multiplied by the benefit percentage.

**Maximum Total Benefit.** For death benefit Option A, the Maximum Total Benefit is equal to the current Long-Term Care Specified Amount. For death benefit Option B, the Maximum Total Benefit is equal to the current Long-Term Care Specified Amount plus the Policy Account value. During any Period of Coverage, the Maximum Total Benefit is determined as of the first day of that Period of Coverage.

**Maximum Total Nonforfeiture Benefit.**

If your coverage is continued as a Nonforfeiture Benefit, the Maximum Total Nonforfeiture Benefit will be the greater of:

1. one month's Maximum Monthly Benefit; and
2. the sum of all charges deducted for the Accelerated Death Benefit for Long-Term Care Services Rider with the Nonforfeiture Benefit. This excludes any such charges that have not been deducted while rider benefits were being paid.

This Maximum Total Nonforfeiture Benefit will be reduced, but not below zero, by all Monthly Benefit Payments made under this rider, including any loan repayments and any benefit payments made under the "Extension of Benefits" and "Nonforfeiture Benefit" provisions.

However, the resulting Maximum Total Nonforfeiture Benefit will not exceed the Maximum Total Benefit of this rider as determined on the date coverage under the "Nonforfeiture Benefit" provision begins. Please see the "Nonforfeiture Benefit" provision of this rider for more information.

**Medicare.** The Health Insurance for the Aged Act, Title XVII of the Social Security Amendments of 1965 as then constituted or later amended.

**Monthly Benefit Payment.** The amount we will pay in a month for Qualified Long-Term Care Services equals the lesser of:

1. the Maximum Monthly Benefit (or lesser amount requested); and
2. the monthly equivalent of 200% of the daily limit allowed by the Health Insurance Portability and Accountability Act. We reserve the right to increase this percentage.

We will pay a proportionate amount of the Monthly Benefit Payment for services rendered for less than a full month, (based on a 30 day month and a 360 day year). Income tax consequences may result if the aggregate payments received from all long-term care coverage on an insured person exceed the exclusion limits for benefits for Qualified Long-Term Care Services under applicable tax law. You should consult with a tax advisor regarding your circumstances.

**Nursing Home Care.** Nursing care and related services provided on an in-patient basis by a state licensed or certified facility, other than a hospital (except for a hospital or unit licensed or certified to provide nursing services specifically designed as long-term care services).

**Period of Coverage.** The period of time during which the insured person receives services that are covered under this rider and for which benefits are payable. This starts on the first day covered services are received after the end of the Elimination Period. A Period of Coverage will end on the earliest of the following dates:

1. the date we receive the Notice of Release which must be sent to us when the insured person is no longer receiving Qualified Long-Term Care Services;
2. the date we discover the insured person is no longer receiving Qualified Long-Term Care Services in accordance the Plan of Care written for that Period of Coverage;
3. the date you request that we terminate benefit payments under this rider;
4. the date the Accumulated Benefit Lien Amount equals the Maximum Total Benefit or, if your coverage is continued as a Nonforfeiture Benefit, the date the Maximum Total Nonforfeiture Benefit has been paid out;
5. the date you surrender the policy, except to the extent of any Nonforfeiture Benefit you may have;
6. the date we make a payment under the Accelerated Death Benefit Rider for terminal illness, if it occurs before coverage is continued as a Nonforfeiture Benefit ; and
7. the date of death of the insured person.

**Personal Care or Maintenance Services.** Any care aimed at providing needed assistance with any of the disabilities causing the individual to be a Chronically Ill Individual (including the protection to health and safety due to severe Cognitive Impairment).

**Physician.** A person, as defined in section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing services within the scope of his or her license.

**Plan of Care.** A written plan for Qualified Long-Term Care Services designed especially for the insured person. This Plan of Care must specify the type, frequency and Providers of all the services the insured person requires; and be in accordance with accepted medical and nursing standards of practice. A Licensed Health Care Practitioner must prescribe a Plan of Care.

A Plan of Care must be updated as the insured person's condition and needs change. We must be provided with a revised Plan of Care each time it is updated. We reserve the right to request periodic updates regarding the Plan of Care and documentation evidencing the Plan of Care is being followed, but not more frequently than once every 90 days. No more than one Plan of Care may be in effect at a time.

**Preexisting Condition.** A condition for which medical advice or treatment was received by (or recommended to) the insured person from a Provider of health care services within six months before the effective date of this rider.

**Provider.** Provider includes, but is not limited to, Adult Day Care Center; Assisted Living Facility; Home Health Care Provider; Hospice Care Facility; Long-Term Care Facility and Nursing Home. A Provider also includes an employee of a licensed facility which renders services and who is qualified to provide such services. A Provider does not include a member of the insured person's Immediate Family, whether or not that person is licensed to provide services. A Provider also does not include anyone who is under suspension from Medicare or Medicaid.

**Qualified Long-Term Care Services.** Necessary diagnostic, preventive, therapeutic, curing, mitigating, and rehabilitative services, and maintenance or personal care services. These services must be required by a Chronically Ill Individual and must be provided in accordance with a Plan of Care prescribed by a U.S. Licensed Health Care Practitioner.

**Skilled Nursing Care.** Medically necessary care provided or supervised by a registered nurse or a Physician in a Long-Term Care Facility to the insured person who is a resident patient. It must be certified by an attending Physician that Skilled Nursing Care in a Long-Term Care Facility is medically needed on a daily basis.

**Substantial Assistance.** The physical hands-on assistance of another person without which the insured person is unable to perform an ADL; or the presence of another person within arm's reach that is needed to prevent, by physical intervention, injury to the insured person while he or she is performing an ADL.

**Substantial Supervision.** Continual supervision (which may include cuing by verbal prompting, gestures, or other actions) by another person that is necessary to protect a severely cognitively impaired individual from threats to his or her health or safety (such as may result from wandering).

## **Rider Benefits and Conditions**

**Eligibility for the Payment of Benefits.** We must receive the following before any benefits are payable:

1. A written certification from a U.S. Licensed Health Care Practitioner that the insured person is a Chronically Ill Individual and is receiving Qualified Long-Term Care Services in accordance with a Plan of Care;
2. Written notice of claim and proof of loss in a form satisfactory to us; and
3. Proof that the Elimination Period has been satisfied (the Elimination Period must be satisfied only once while this rider is in effect).

**Preexisting Conditions Limitation.** No benefits will be provided under this rider during the first six months from the later of the register date of the policy and the effective date of the restored policy for long-term care services received by the insured person due to a Preexisting Condition. Days of service received by the insured person for a Preexisting Condition during the first six months that this rider is in force will not count toward meeting the Elimination Period. If the policy was restored, this limitation does not apply if the preexisting condition is Cognitive Impairment or loss of functional capacity.

**When Rider Benefits Begin.** We will begin Monthly Benefit Payments under this rider when: (a) the Eligibility for the Payment of Benefits Conditions are met; and (b) a claim for benefits has been approved by us.

**Continuation of Rider Benefits.** For Monthly Benefit Payments to continue under this rider, a U.S. Licensed Health Care Practitioner must recertify, every twelve months from the date of the initial or subsequent certification, that the insured person is still a Chronically Ill Individual receiving Qualified Long-Term Care Services in accordance with a Plan of Care. Otherwise, benefit payments will terminate at the end of the twelve month period or, if earlier, as specified in the "Period of Coverage" provision of this rider.

**Notice of Release.** You must submit immediate notice to us at our Administrative Office when the insured person's confinement in a Long-Term Care Facility or Home Health Care is no longer required.

**Physical Examinations.** We, at our own expense, may have the insured person examined as often as we may reasonably require during a Period of Coverage.

**Effect of Rider on Policy.** While this rider is in force before coverage is continued as a Nonforfeiture Benefit, policy face amount increases and death benefit option changes from Option A to Option B are not permitted.

**Effect of Policy Transactions on Rider Benefits.** The following policy transactions before coverage is continued as a Nonforfeiture Benefit will affect rider benefits as follows:

1. Any request for a decrease in the policy face amount will reduce the current Long-Term Care Specified Amount to an amount equal to the lesser of (a) the new policy face amount times the Acceleration Percentage shown on Page 3 of the policy or (b) the current Long-Term Care Specified Amount immediately prior to the face amount decrease. For death benefit Option A, any partial Net Cash Surrender Value withdrawal will reduce the current Long-Term Care Specified Amount by the amount of the withdrawal, but not to less than the Policy Account Value minus the withdrawal amount. For death benefit Option B, the current Long-Term Care Specified Amount will not be reduced.

A reduction resulting from one of the above transactions will take effect on the date that the transaction takes effect.

2. We will terminate this rider as of the date you request payment of an accelerated death benefit due to the insured person's terminal illness, as provided under any Accelerated Death Benefit Rider attached to the policy. We will terminate this rider as of the date of such request whether or not Monthly Benefit Payments are being made as of that date.

### **Effect of Rider Benefits on Policy.**

The following statements describe the effect of rider benefits on the policy before coverage is continued as a Nonforfeiture Benefit.

#### **(A) During a Period of Coverage:**

1. Partial Net Cash Surrender Value withdrawals, face amount decreases and premium payments are not permitted.
2. The base policy death benefit will not be less than the Maximum Total Benefit.
3. Each Monthly Benefit Payment will increase the Accumulated Benefit Lien Amount by the amount of the payment (including any loan repayment). The Accumulated Benefit Lien Amount will be deducted from the base policy death benefit in determining the insurance benefit we will pay.
4. For purposes of determining the Cash Surrender Value, the base policy face amount and unloaned Policy Account Value will each be reduced by a percentage. Such percentage will be equal to the Accumulated Benefit Lien Amount divided by (1) for death benefit Option A, the base policy face amount; (2) for death benefit Option B, the base policy face amount plus the unloaned Policy Account Value. However, such percentage will not be more than 100%, and the unloaned Policy Account Value will not be reduced by more than the Accumulated Benefit Lien Amount.

Any applicable base policy surrender charge will be reduced on a pro-rata basis corresponding to the reduction in the base policy face amount. However, no pro-rata surrender charges for such reductions will be imposed.

5. If there is an outstanding policy loan and accrued loan interest at the time that we pay benefits under this rider, an amount equal to a percentage of the loan and accrued loan interest will be deducted from the Monthly Benefit Payment and used as a loan repayment and will reduce the amount otherwise payable to you. This percentage will equal the Monthly Benefit Payment divided by the portion of the Maximum Total Benefit that we have not accelerated prior to this date.
6. Loan Extension and Paid Up Death Benefit Guarantee endorsements of the policy will no longer apply once benefits are paid under this rider.

If this is a variable life policy, transfers between any of your unloaned value in our Guaranteed Interest Account (GIA) and your values in the investment funds of our Separate Account (SA) may continue to be made in accordance with the "Transfers" provision of the policy. However, we reserve the right to restrict your investment options in the funds of our SA while a Period of Coverage continues. If we do this, we will give you advance written notice.

#### **(B) After a Period of Coverage ends:**

1. The base policy face amount and unloaned Policy Account Value will each be reduced by a percentage. Such percentage will be equal to the Accumulated Benefit Lien Amount divided by (1) for death benefit Option A, the base policy face amount; (2) for death benefit Option B, the base policy face amount plus the unloaned Policy Account Value. However, such percentage will not be more than 100%, and the unloaned Policy Account Value will not be reduced by more than the Accumulated Benefit Lien Amount.

Any applicable base policy surrender charge will be reduced on a pro-rata basis corresponding to the reduction in the base policy face amount. However, no pro-rata surrender charges for such reductions will be imposed.

2. The Long-Term Care Specified Amount will be reduced by a percentage equal to the Accumulated Benefit Lien Amount divided by the Maximum Total Benefit. However, if, based on this calculation, the Long-Term Care Specified Amount would be higher than the base policy face amount, the Long-Term Care Specified Amount will be further reduced to the base policy face amount.
3. For any subsequent Period of Coverage, the Maximum Monthly Benefit will be equal to the Maximum Monthly Benefit during the initial Period of Coverage.
4. Any premium fund value that we use to determine whether a guarantee against policy lapse or a guarantee of death benefit protection is in effect will also be reduced pro rata to the reduction in the base policy face amount.
5. Any remaining balance for an outstanding loan and accrued loan interest will not be reduced.
6. The Accumulated Benefit Lien Amount is reset to zero.

If this is a variable life policy, the reduction in your Policy Account Value will reduce your unloaned value in our GIA and your values in the investment funds of our SA in accordance with your monthly deduction allocation percentages then in effect. If we cannot make the reduction in this way, we will make the reduction based on the proportion that your unloaned values in our GIA and your values in the investment funds of our SA bear to the total unloaned value in your Policy Account.

If this is a universal life policy with index-linked interest options, the reduction will be made in accordance with the "Monthly Deductions Allocations" provision of the policy.

If this is not a variable life policy or a universal life policy with index-linked interest options, the reduction will be taken from the unloaned value in your Policy Account.

After the Period of Coverage has ended, we will provide you with notice of the adjusted values. If the reduction in the Policy Account Value would exceed the unloaned portion of the Policy Account, this policy will terminate subject to the "Grace Period" provision of the policy.

(C) If the entire Maximum Total Benefit has been paid out, the Period of Coverage will end, policy values will be adjusted as described in (B) above, and this rider will terminate.

(D) If the net policy value is insufficient to cover policy monthly deductions, the policy will terminate subject to the "Grace Period" provision of the base policy.

**Extension of Benefits.** If the policy lapses, terminating this rider while the insured person is confined in a Long-Term Care Facility but before any rider benefits have been paid for the current Period of Coverage, benefits for that confinement may be payable if the confinement began while this rider was in force and continues without interruption after rider termination. Benefits may continue until the earliest of the following dates: (a) the date the insured person is discharged from such confinement (in this case the Maximum Total Benefit will be reduced by the rider benefits that have been paid out); (b) the date the Maximum Total Benefit has been paid; or (c) the date of death of the insured person. If benefits are payable under this provision, because the base policy has lapsed, there will be no death benefit payable to the beneficiary or beneficiaries named in the base policy.

This Extension of Benefits is subject to all other provisions of this rider (including but not limited to the "Elimination Period" and "Eligibility for the Payment of Benefits" provisions).

**Exclusions.** Qualified Long-Term Care Services do not include treatment or care:

1. due to attempted suicide or intentionally self-inflicted injuries;
2. due to alcoholism or drug abuse (unless drug abuse was a direct result of the administration of drugs as part of treatment by a Physician);
3. due to war (declared or undeclared) or any act of war, or service in any of the armed forces or auxiliary units;
4. due to committing or attempting to commit or participating in a felony, riot or insurrection;
5. received outside the United States unless the initial and any annual renewal certifications are completed by a Physician licensed in the United States. For purposes of this exclusion, United States shall mean the 50 states, District of Columbia, Puerto Rico, and the U.S. Virgin Islands.

In addition, we will not pay any benefits under this rider if rider benefits are sought only because a third party requires that this rider be exercised (as, for example, to obtain or maintain a government assistance benefit).

### **Nonforfeiture Benefit**

If this rider would otherwise end and the policy and rider have been in force for 3 or more policy years, your coverage may be continued as a Nonforfeiture Benefit, in a reduced benefit amount and with no additional rider charges due or payable thereafter, unless you have already received benefits (including any loan repayments) that equal or exceed the total charges deducted for this rider.

The coverage period under the Nonforfeiture Benefit begins on the date the rider would otherwise terminate for one of the following reasons (unless benefits are being continued under the "Extension of Benefits" provision of this rider):

1. we receive your written request to terminate the rider;
2. surrender of the policy;
3. upon the policy terminating without value at the end of a grace period; or
4. election of a Paid Up Death Benefit Guarantee.

If benefits are being continued under the "Extension of Benefits" provision and the Maximum Total Benefit has not been paid out, coverage under the Nonforfeiture Benefit begins on the date the insured person is discharged from confinement in a Long-Term Care Facility.

While this Nonforfeiture Benefit is in effect, all of the provisions of the Rider, including the "Rider Benefits and Conditions" section, continue to apply. Note that for any benefits, up to the Maximum Total Nonforfeiture Benefit, to be payable, we must receive from you all required information identified in the "Eligibility for the Payment of Benefits" provision of this rider. If you do not provide that required information, we will not pay you any benefits under this "Nonforfeiture Benefit" provision.

Once the Nonforfeiture Benefit is in effect, we will continue Long-Term Care coverage under a paid-up status (meaning no further premiums will be accepted) until the earlier of:

1. the death of the insured person; and
2. the date the Maximum Total Nonforfeiture Benefit has been paid out and reduced to zero during a Period of Coverage.

If coverage is being continued under the Nonforfeiture Benefit you will receive additional information regarding this benefit, including the available Maximum Total Nonforfeiture Benefit.

## General Provisions

**Representations and Contestability.** If this rider has been in effect or restored for less than six months, we may rescind it or deny an otherwise valid claim if the application for this rider contained a misrepresentation that is material to the acceptance of the application.

If this rider has been in effect for at least six months, but less than two years, we may rescind it or deny an otherwise valid request for rider benefits if the application contained a misrepresentation that is both:

1. material to the acceptance of the application; and
2. pertains to the condition for which the claim is made.

After this rider has been in effect for two years, it is incontestable, except for material facts about the insured person's health that you or the insured person knowingly and intentionally misrepresented. If the this rider is rescinded after we have paid benefits under this rider, we may not recover the payments already made; however, any death benefit payable under the base policy will be reduced by the amount of such payment and policy values will be adjusted as described in subsection (B) of the "Effects of Rider Benefits on Policy" provision of this rider.

All statements in the rider application are deemed to be representations and not warranties.

**Misstatement in Age or Sex.** If we determine while the insured person is alive that the insured person's age or sex has been misstated on the application, we will recalculate all policy values from the date of policy issue.

**Grace Period.** The "Grace Period" provision of the policy will apply to this rider. During the Grace Period this rider will stay in effect.

**Restoration of Rider Benefits When the Owner is the Insured Person.** If this rider terminates while you would have otherwise met the eligibility criteria as described in the "Eligibility for the Payment of Benefits" provision, this rider may be restored if you provide a written request within 5 months after the date of termination, and provided that all of the following conditions are met:

1. the policy is restored in accordance with the terms of its restoration provision, to the extent necessary for restoration of rider benefits in effect at the time of termination;
2. we receive satisfactory proof that you needed assistance with at least two ADLs or suffered from cognitive impairment on the date of termination; and
3. we receive payment of all overdue rider charges.

The restored rider will not provide Monthly Benefit Payments during the period of lapse to the date of restoration. The date of restoration will be the beginning of the policy month that coincides with or next follows the date we approve your request.

**Notice of Claim.** Written notice of claim must be submitted to us to our Administrative Office within 30 days after a covered loss starts or as soon as reasonably possible. The notice should include your name, the insured person's name (if not the same), the policy number, and the type of care the insured person is receiving or plans to receive.

**Claim Forms.** We will furnish you with forms for filing proof of loss within 15 days after we receive notice of claim. If we do not, you can comply with this rider's Proof of Loss requirement by writing to us within 90 days after the loss occurs about the nature and extent of the loss.

**Payment of Claims, Benefit Determinations and Resolution of Benefit Disputes.** We will furnish you with claim forms for filing after we receive a Notice of Claim. If you are eligible for the payment of benefits, the benefits will be paid to the policy owner on a monthly basis during your period of coverage. We will pay an amount as described under the "Monthly Benefit Payment" provision of this rider, or a lower amount if specified by you. If you dispute the amount of benefit paid, you must notify us in writing at our Administrative Office within 90 business days of your receipt of the payment in dispute. We will conduct a careful investigation of your dispute and provide an answer within 30 business days after we receive your written dispute. If the laws of the jurisdiction where the policy was delivered or issued for delivery differ from our standard procedure, we will comply with the laws of that jurisdiction.

**Proof of Loss.** Written proof of loss must be given in a form satisfactory to us to us at our Administrative Office during the insured person's lifetime and within 90 days after such loss. If it is not reasonably possible to give written proof in the time required, we shall not reduce or deny a claim for this reason if the proof is given as soon as reasonably possible. However, the proof must be given to us during the insured person's lifetime, and in no event, except in the absence of legal capacity, later than one year after the loss.

**Time of Payment of Claims.** Benefits for any loss covered under this rider will be payable upon approval of the claim for benefits.

**Appeals.** We will notify you in writing if we do not approve your claim for benefits. You have the right to appeal our claims decision and request all information directly related to our denial. We will provide you with the information within 60 days after our receipt of your written request.

**Legal Actions.** No legal action may be brought to recover under this rider within 60 days after written proof of loss has been given as required by this rider. No such action may be brought after three years from the time written proof of loss is required to be given. Any legal action taken must conform to the state in which this rider was delivered or issued for delivery.

**Rider Restoration.** If you restore the policy's benefits, you may restore it with this rider in accordance with the section of the policy entitled "Restoration of Policy Benefits." You must also provide evidence satisfactory to us of the insurability for the insured person, unless all of the conditions of the "Restoration of Rider Benefits When the Owner is the Insured Person" provision are met.

**Rider Termination.** This rider will terminate after all applicable adjustments to policy values as described in this rider have been made, and no further benefits will be payable (except as provided under the "Extension of Benefits" provision and "Nonforfeiture Benefit" provision of this rider), on the earliest of the following:

1. at any time after the first policy year at the start of the policy month that coincides with or next follows the date we receive your written request to terminate this rider;
2. upon termination or surrender of the policy;
3. the date of death of the insured person;
4. the date when the Accumulated Benefit Lien Amount equals the Maximum Total Benefit;
5. the effective date of the election of a Paid Up Death Benefit Guarantee;
6. the date you request payment under an Accelerated Death Benefit Rider due to terminal illness of the insured person, if it occurs before coverage is continued as a Nonforfeiture Benefit;
7. the date the policy goes on Loan Extension, if it occurs before coverage is continued as a Nonforfeiture Benefit; and
8. on the date that a new insured person is substituted for the original insured person under the terms of any Substitution of Insured rider, if it occurs before coverage is continued as a Nonforfeiture Benefit.

You have the right to designate at least one person to receive the notice of termination for nonpayment of charges. You may change this designation once every two years. We will not lapse or terminate the rider for nonpayment of charges unless we, at least 30 days before the effective date of the lapse or termination, have given notice to the insured person, owner or person designated to receive such notice, at the address provided by the insured person or owner for purposes of receiving notice of lapse or termination. The notice shall be given by first class United States mail, postage prepaid; and notice will not be given until 30 days after a charge is due and unpaid. Notice shall be deemed to have been given five days after the date of the mailing.

**Changes in Tax Law.** If the Company is required to make a change to this rider to conform to changes in the requirements of the Code, we will notify you in writing of the changes and offer the changes to you, for rejection or acceptance. The offer will notify you that if you reject the change, the rider may no longer be tax qualified under the Code. You should consult your tax advisor if this situation arises.

**Provider, Service and Facility Licensure, Certification and Registration.** If the state where the policy was delivered, issued or where the services are being provided does not require licensing, certification or registration for a specific type of provider, service and/or facility, the providers, services and facilities in that state will be covered under this rider, as long as they meet the definitions outlined in the rider. If a provider, service or facility has a name other than the name defined in this rider, but meets the requirements for a provider, service or facility defined in this rider, they will be covered under this rider.

**General.** This rider is part of the policy. Its benefit is subject to all terms of this rider and the policy. All provisions of the policy continue to apply except as specifically modified by this rider. This rider has no cash or loan values.

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

**Cross Border Rules.** This rider will pay benefits for similar services obtained in a state or jurisdiction (this means all 50 U.S. states, District of Columbia, Puerto Rico and U.S. Virgin Islands) other than the state or jurisdiction in which the policy to which the rider is attached was delivered, if benefits for those services would have been paid in the policy delivery state, irrespective of any facility licensing, certification or registration requirements (or similar requirements) differences between the states.

***EQUITABLE FINANCIAL LIFE INSURANCE COMPANY***

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Mark Pearson, Chairman of the Board  
and Chief Executive Officer]

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

Specimen

## *Accelerated Death Benefit Rider*

**Disclosure:** The receipt of the Accelerated Death Benefit Amount may be taxable. You should seek assistance from your personal tax advisor prior to electing the benefit.

In this rider "we", "our" and "us" mean Equitable Financial Life Insurance Company. "You" and "your" mean the owner of the policy at the time an owner's right is exercised.

### **THE CASH VALUE/ACCUMULATION VALUE, IF ANY, AND DEATH BENEFIT WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.**

**Effective Date of this Rider.** This rider is effective on the Register Date of this policy. If this rider is added after issue of this policy, the effective date of this rider is shown on the Additional Benefits Rider to which it is attached.

**Cost Of This Rider.** There is no premium or cost of insurance charge for this rider.

**This Rider's Benefit.** We will pay an Accelerated Death Benefit in the amount requested by the owner, if the insured person is terminally ill, subject to the provisions of this rider. We will pay an Accelerated Death Benefit under this policy only once and in one lump sum.

Prior to the payment of an Accelerated Death Benefit, we will send to the owner and any irrevocable beneficiary a statement demonstrating the effect of the Accelerated Death Benefit payment on this policy's values.

The maximum Accelerated Death Benefit payment you may receive is the lesser of:

1. 75% of the death benefit payable under this policy, less any outstanding policy loan and accrued loan interest, and
2. \$250,000.

For purposes of this benefit, the death benefit does not include any accidental death benefits, non-convertible term riders or convertible term riders with an expired conversion period, or any other benefits payable upon the death of any person other than the insured person under the base policy.

We reserve the right to deduct a processing charge of up to \$250.00 per policy from the Accelerated Death Benefit payment.

We reserve the right to set a minimum of \$5,000 on the amount you may receive under this rider.

**Eligibility.** To be eligible for this benefit you must provide satisfactory evidence to us that the insured person is diagnosed with a terminal illness limiting life expectancy to twelve months or less. This evidence for eligibility must include, but is not limited to, certification by a physician licensed to practice medicine in the United States or Canada and who is acting within the scope of such license. A physician does not include the owner, the insured person, or a member of either the owner's or insured person's family.

Upon our receipt of evidence for eligibility, we will immediately pay an Accelerated Death Benefit to the owner or owner's estate while the insured person is living, unless such benefit has been otherwise assigned or designated by the owner. However, if the insured person dies after the owner has requested a payment of an Accelerated Death Benefit but before such benefit has been paid by us, we will cancel such request and pay the death benefit under this policy.

**How This Rider Relates To The Policy.** This rider is a part of the policy. Its benefits are subject to all terms of this rider and the policy. This rider has no cash or loan value. This rider is non-participating.

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

For policies with cash values:

1. the yield on a 90-day treasury bill; or
2. the higher of (i) the maximum adjustable policy loan interest rate based on the "Published Monthly Average," as defined below, for the calendar month that ends two months before the date of application for an Accelerated Death Benefit Payment or (ii) the policy guaranteed cash value interest rate plus 1% per year.

For policies without cash values:

1. the yield on a 90-day treasury bill; or
2. the "Published Monthly Average," as defined below, for the calendar month that ends two months before the date of application for an Accelerated Death Benefit Payment.

The "Published Monthly Average" means the Moody's Corporate Bond Yield Average – Monthly Average Corporates published by Moody's Investors Service, Inc., or any successor to it. If such averages are no longer published, we will use such other averages as permitted by the Interstate Insurance Product Regulation Commission.

The interest rate accrued on the portion of the lien which is equal to the policy's cash value at the time of the benefit acceleration shall be no more than the policy loan interest rate.

**Effect Of Accelerated Death Benefit Payment On The Policy.** The Accelerated Death Benefit payment, plus any accrued interest, will be treated as a lien against the policy death benefit. The amount payable at death under the policy will be reduced by the full amount of the lien and any other indebtedness outstanding under the policy.

Your access to the policy's cash value will be limited to the excess of the policy's cash value over the sum of (1) a specified percentage (which will not be greater than 100%) of the lien and (2) any outstanding policy loan and accrued loan interest. The specified percentage is equal to the net cash value divided by the net death benefit. The net death benefit is the death benefit minus any outstanding policy loan and accrued loan interest.

Additionally, if your policy is a variable life policy, the portion of the cash surrender value that is equal to the specified percentage of the lien and is allocated to investment funds of the Separate Account (SA) will be transferred to and maintained as part of the unloaned portion of the Guaranteed Interest Account (GIA). You may tell us how much of the accelerated payment is to be transferred from each investment fund. Units will be redeemed from each investment fund sufficient to cover the amount that is on lien and transferred to the unloaned portion of the GIA. If you do not tell us how to allocate the payment, we will allocate it based on our rules then in effect.

However, if your variable policy does not have a GIA, the portion of the cash surrender value that is equal to the specified percentage of the lien will be transferred to and maintained in the Money Market Fund of our SA.

Such transfers will occur as of the date we approve an Accelerated Death Benefit payment; there will be no charge for such transfers.

**Effect Of Accelerated Death Benefit Payment On Policy Premiums.** If your policy is a term, whole life or any other fixed premium policy, premiums will be required to be paid after an Accelerated Death Benefit payment. If any premium is not paid when due, we will advance the amount of the unpaid premium and add it to the lien.

If your policy is a flexible premium variable or universal life policy, and after an Accelerated Death Benefit payment the policy at the beginning of a policy month is in default, we will advance a premium sufficient to keep the policy in force and add it to the lien.

However, if a Disability Premium Waiver Rider or a Disability Waiver of Monthly Deductions Rider is in effect under the policy, this policy's premium or monthly deductions will be waived as of the date we approve an Accelerated Death Benefit payment.

**Rider Limitations.** Your right to an Accelerated Death Benefit payment is subject to the following conditions:

1. The policy must not be in the grace period.
2. The policy must be in force other than as extended term insurance.
3. For term insurance policies, there must be at least one year left before the final term expiry date.
4. You must submit a claim in writing to our Administrative Office in a form satisfactory to us. We will furnish you with a claim form within 15 days after we receive your written request for an Accelerated Death Benefit payment. If we do not, you can comply with this rider's requirements by providing to us written proof of the nature and extent of the insured person's terminal illness.
5. Prior to the Accelerated Death Benefit payment, we will require from any assignee or irrevocable beneficiary a signed acknowledgment of agreement for such payment.
6. For joint last-to-die policies, a claim may be made under the rider only after the death of the first of the insured persons.

7. You may request only one Accelerated Death Benefit payment per policy.
8. We may require examination of the insured person by our medical representatives at our expense as part of any proof to establish eligibility for benefits under this rider. In the event of a disagreement between licensed physicians, eligibility will be determined by a third medical opinion provided at our expense by a licensed physician who is mutually acceptable to us and the insured.

**When This Rider Terminates.** Prior to any Accelerated Death Benefit payment you may terminate this rider by providing written notice in a form satisfactory to us and returning the rider to our Administrative Office. The effective date of termination will be the date your request is received at our Administrative Office. Once this rider has been terminated, another Accelerated Death Benefit Rider cannot be attached to the policy.

This rider will terminate when the policy terminates. Termination of this rider will not affect any Accelerated Death Benefit payment for a terminal illness that occurred while this rider was in force. If at any time the amount of the lien equals the total death benefit, the policy will terminate. Termination will occur 31 days after we have mailed notice to the last known address of the owner, unless the full amount of the lien is repaid within 31 days of the notice.

**Reinstatement.** If this rider terminates, it may be restored in accordance with the conditions specified in the “Restoring Your Policy Benefits” provision of your policy. However, notwithstanding any such restoration of this rider, we will pay an Accelerated Death Benefit under this policy only once and in one lump sum.

**Incontestability.** The “Incontestability” provision of your policy also applies to this rider.

### Equitable Financial Life Insurance Company



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

Cash Value  
Plus Rider

In this rider "we", "our" and "us" mean Equitable Financial Life Insurance Company. "You" and "your" mean the owner of the Policy.

**This Rider's Benefit.** This rider modifies the "Policy Information" section of this policy as detailed in items 1. and 2. below.

1. We will reduce the surrender charge described in the "Table Of Surrender Charges For The Initial Base Policy Face Amount" if you give up this policy for its Net Cash Surrender Value during the first eight policy years. The surrender charge will be reduced by the following percentage: years 1 through 4 - 100%; year 5 - 80%; year 6 - 65%; year 7 - 45%; year 8 - 25%.

This reduction does not apply to proportionate surrender charges resulting from a face amount decrease.

2. We will refund to you a percentage of the cumulative deductions from premium payments described in the "Table of Maximum Deductions from Premium Payments" if you give up this policy for its Net Cash Surrender Value during the first three policy years. The following refund percentage will apply: year 1 - 100%; year 2 - 80%; year 3 - 33%.

Any reduction of surrender charges or refund of a percentage of the cumulative deductions from premium payments will not apply if this policy is being exchanged or replaced with another life insurance policy or annuity contract on the insured person(s); such exchange or replacement includes (but is not limited to) any transaction qualifying for income tax free exchange treatment under section 1035 of the Internal Revenue Code or any similar or successor provision thereof.

Any refund amount that would be applicable upon a complete surrender of this policy during the first three policy years will be included with the amount in your Policy Account to determine the death benefit, if it becomes payable during such time and is calculated as a percentage of the amount in your Policy Account.

**Maximum Benefit Amount.** The maximum amount payable upon a complete surrender of this policy while this rider is in force will not exceed the greater of:

1. the sum of premiums paid to the date of surrender minus any partial withdrawals; and
2. the Cash Surrender Value on the date of surrender calculated prior to any reduction or refund as specified in "This Rider's Benefit" provision.

Any amount payable will be further reduced by the amount of any outstanding loan and accrued loan interest.

**Policy Loans, Partial Withdrawals, and Grace Period.** Amounts available under this policy for policy loans, partial withdrawals, and to cover monthly deductions, are not increased by this rider.

**Base Policy Face Amount Increases.** Increases in the base policy face amount, even if they would otherwise be allowed, will not be permitted while this rider is in force.

**The Cost of This Rider.** We reserve the right to change the charge for this rider but it will never be more than the maximum shown in the "Policy Information" section. Any such change will be subject to the "Changes in Policy Cost Factors" provision of this policy.

**Effective Date of this Rider.** This rider is effective on the Register Date of this policy.

**When This Rider Will Terminate.** This rider will terminate on the earliest of the following dates:

1. At the end of the eighth policy year; or

2. On the date the policy ends without value at the end of a Grace Period or otherwise terminates.

You may also request termination of this rider at any time after the first policy year. The effective date of termination in this case will be the beginning of the policy month that coincides with or next follows the date we receive your request. However, if this rider is terminated at your request it may not be restored.

**General.** This rider is part of the policy. Its benefit is subject to all the terms of this rider and the policy.

EQUITABLE FINANCIAL LIFE INSURANCE COMPANY



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

Specimen

**Effective Date of this Rider.** This rider is effective on the Register Date of the policy.

**Cost of this Rider.** There is no premium or charge for this rider.

**This Rider's Benefit.** We will pay the Charitable Benefit Amount to the Charitable Beneficiary, provided that the requirements of the "Insurance Benefits We Pay" provision shown in the policy are met and you (or otherwise your estate representative) have met the requirements specified in the "Verification of Charitable Beneficiary at the Time of Death Claim" provision of this rider. The Charitable Benefit Amount, which we will determine as of the date of death of the insured person, is described on Page 3-Continued of the policy. We will add interest to the Charitable Benefit Amount in accordance with the "Insurance Benefits We Pay" provision of the policy.

**Charitable Beneficiary.** The Charitable Beneficiary may be any organization exempt from federal taxation under Section 501 (c) of the Internal Revenue Code and listed in Section 170 (c) of the Internal Revenue Code, or any successor thereto, as an authorized recipient of charitable contributions.

The Charitable Beneficiary is as stated in the application, unless later changed. The Charitable Beneficiary is entitled to any Charitable Benefit Amount payable under the policy. However, more than one Charitable Beneficiary can be named in the application. If more than one Charitable Beneficiary is named, the share of the Charitable Benefit Amount for each Charitable Beneficiary must be stated in the application; otherwise, the Charitable Beneficiaries will share the Charitable Benefit Amount equally.

**Changing the Charitable Beneficiary.** While the policy and this rider are in force, you may change the Charitable Beneficiary by written notice in a form satisfactory to us. You can get such a form from your agent or by writing to us at our Administrative Office. The change will take effect on the date you sign the notice, unless otherwise specified by you, except that it will not apply to any payment we make or other action we take before we receive the notice at our Administrative Office.

**Changing the Owner of the Policy.** If the owner of the policy, as stated in the application, is later changed, and this rider is in force, we will require any new Charitable Beneficiary to be named or request confirmation of the existing Charitable Beneficiary.

**Effect of Policy Transactions on Charitable Benefit Amount.** The Charitable Benefit Amount will change if we approve your request for (1) an increase or reduction in the base policy face amount; (2) a partial Net Cash Surrender Value withdrawal (if the death benefit is Option A); and (3) a change in death benefit option.

**Verification of Charitable Beneficiary at the Time of Death Claim.** We will pay any Charitable Benefit Amount to any Charitable Beneficiaries, as shown in the application, after we verify that any such beneficiaries are still in existence and accredited under Sections 501 (c) and 170 (c) of the Internal Revenue Code, or any successor thereto, at the time of the insured's persons death. The share of the Charitable Benefit Amount that we will pay to each Charitable Beneficiary will be in accordance with the instructions shown in the most recent application or notice to change the Charitable Beneficiary we have on file. If only one of the Charitable Beneficiaries is in existence and accredited at the time of the insured person's death, we will pay the entire Charitable Benefit Amount to such beneficiary.

However, we will send you (or otherwise your estate representative) written notice if we verify that a sole Charitable Beneficiary, as shown in the application, is no longer in existence and accredited under Sections 501 (c) and 170 (c) of the Internal Revenue Code, or any successor thereto, at the time of the insured person's death. If this occurs, you (or otherwise your estate representative) must name a new, qualified Charitable Beneficiary before any Charitable Benefit Amount is payable to such beneficiary. Written designation of a new, qualified Charitable Beneficiary must be submitted to us at our Administrative Office on or before the date we receive the required documentation specified in the "Insurance Benefits We Pay" provision shown in the policy. If we do not receive such written designation within the time required, we will not pay a Charitable Benefit Amount under this rider.

**When This Rider Will Terminate.** This rider will terminate on the earliest of the following dates:

- 1) on the date of the insured person's death;
- 2) on the date the policy ends without value at the end of a Grace Period, is given up for its Net Cash Surrender Value, or otherwise terminates;
- 3) on the date any Loan Extension endorsement becomes effective; and
- 4) on the date that we receive your written request to terminate this rider.

**Incontestability and Suicide Exclusions.** The Incontestability and Suicide Exclusion provisions of the policy also apply to this rider.

**General.** This rider is part of the policy. Its benefit is subject to all the terms of this rider and the policy. All provisions of the policy will continue to apply except as specifically modified by this rider.

EQUITABLE FINANCIAL LIFE INSURANCE COMPANY



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

Specimen

# Children's Term Insurance Rider

*In this rider, "we", "our" and "us" mean A Equitable Financial Life Insurance Company. "You" and "your" mean the owner of the policy at the time an owner's right is exercised.*

**This Rider's Benefit and its Cost.** We will pay to the Beneficiary the amount of term insurance in effect on an insured child under this rider, upon receiving proof that the child died on or before the earlier of: (a) the child's 25th birthday; or (b) the Expiry Date of this rider, which is the policy anniversary nearest the insured person's 65th birthday or any earlier termination of the insurance under the policy.

The amount of term insurance on each insured child is \$1,000 for each unit of coverage.

The Policy Information section of the policy or the rider that adds this benefit shows the number of units of coverage.

While this rider is in effect, its charge will be a part of the monthly deduction from the Policy Account. The maximum monthly charge for this benefit is shown in the Table of Maximum Monthly Charges For Benefits on Page 4 of this policy.

**Insured Child.** An insured child under this rider is any child at least 15 days old who is:

- a child, stepchild, or legally adopted child of the insured person, who is named for coverage in the application for this rider and had not reached his or her 18th birthday on the date of application; or
- a child born to the insured person after the date of the application for this rider; or
- a child legally adopted by the insured person after the date of the application for this rider but before the child's 18th birthday.

**Beneficiary for this Benefit.** The term "Beneficiary" in this rider means only the Beneficiary for the benefit payable at the death of an insured child.

The Beneficiary for the benefit payable at the death of an insured child will be the insured person, if living; if not living, the surviving children of the insured person, unless another Beneficiary for this benefit has been named in the application (or by any later change) and is living at the death of that child. If no Beneficiary under this arrangement is living at an insured child's death, the benefit will be paid to that child's estate.

"Surviving children of the insured person" as used in this rider means: (1) surviving children (including legally adopted children) of the insured person, whether or not insured under this rider; and (2) surviving stepchildren who are or have been insured under this rider. If there are two or more surviving children of the insured person, they will share equally.

You may change the Beneficiary for insurance on an insured child while that child is living by written notice in a form satisfactory to us. The change will take effect

on the date you sign the notice, except that it will not apply to any payment we make or other action we take before we receive the notice.

**Paid-Up Insurance.** If the insured person dies while this rider is in effect, we will issue a paid-up term insurance policy on the life of each surviving insured child then insured under this rider, subject to the Suicide Exclusion of this rider. The policy will provide the same term insurance benefits as this rider. Unless otherwise stated in the application or later changed: (1) the owner of the policy will be the insured child; and (2) the beneficiary of the policy will be the surviving children of the insured person.

**Conversion Privilege.** While this rider is in effect, you may convert term insurance on an insured child to a new policy on the life of that child. You may do this as of the day following the earlier of: (a) the child's 25th birthday; or (b) the Expiry Date of this rider. We will not ask for evidence of insurability, except as stated herein for additional benefit riders.

The new policy will have an insurance amount equal to the amount of term insurance on the child. Or, if the conversion date is determined by (a) of the paragraph above, you may choose that the insurance amount be up to five times the amount of term insurance on the child. Or, you may choose a lower amount allowed by our rules in effect on the conversion date.

The Register Date of the new policy will be the conversion date. Premiums for the new policy will be based on our rates in effect on that date. They will be for the insured child's then attained insurance age. You may choose that the new policy be on any permanent plan of insurance for which it qualifies under our rules then in effect as to plan, amount, age and class of risk.

You may ask that additional benefit riders be included in the new policy. The issue of any rider will require our consent and evidence of the insured child's insurability satisfactory to us.

The first premium for the new policy must be received by us on or within 31 days before the conversion date. We will tell you the amount of the first premium for the new policy on request.

**When this Rider will Terminate.** This rider will not be in effect:

1. On and after its Expiry Date;
2. If the insurance under this rider is replaced by paid-up insurance; or
3. If the policy terminates.

You may terminate this rider by asking for this in writing. The effective date of termination will be the beginning of the policy month which coincides with or next follows the date we receive your request.

**How You May Restore this Rider's Benefit.** If you restore the policy's benefits, you may restore it with this rider in accordance with the section of the policy entitled "Restoration of Policy Benefits." You must also provide evidence satisfactory to us of the insurability of each child who will be insured under this restored rider. No benefit will be payable for any insured child who died between the end of the grace period and the date of restoration of rider benefits.

**Suicide Exclusion.** If the insured person commits suicide, while sane or insane, within two years after the later of: (a) the Date of Issue of the policy; or (b) the date as of which this rider becomes effective if added or restored after issue of the policy, our liability under this rider will be limited to the payment of a single sum equal to the monthly deductions made for it.

However, the expiring term insurance on each insured child covered by this rider may be converted to a new policy with an insurance amount equal to such term insurance, in accordance with the Conversion Privilege of this rider. This conversion may be made within 31 days after the insured person dies.

**When this Rider is Incontestable.** We have the right to contest the validity of this rider based on material misstatements made in the application for it. However, the insurance as to each insured child included for coverage in the application for this rider will become incontestable after it has been in effect during the lifetime of that child for two years from the later of: (a) the Date of Issue of the policy; or (b) the date as of which this rider becomes effective if added or restored after issue of the policy. All statements made in such application are representations and not warranties.

**How this Rider Relates to the Policy.** This rider is a part of the policy. Its benefits are subject to all the terms of this rider and the policy.

You may choose while an insured child is living that any amount to be paid under this rider at that child's death be applied for the benefit of the Beneficiary in accordance with the payment options described in the section of the policy entitled "How Benefits Are Paid." If you have not done this, the Beneficiary will have this right upon the death of the insured child. If you change the Beneficiary, any previous choice of payment options under this rider is cancelled. You may choose a payment option for the new Beneficiary in accordance with such section of the policy.

***EQUITABLE FINANCIAL LIFE INSURANCE COMPANY***



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

# Disability Rider- Waiver of Monthly Deductions

*In this rider, "we", "our" and "us" mean Equitable Financial Life Insurance Company. "You" and "your" mean the owner of the policy at the time an owner's right is exercised.*

**This Rider's Benefits and Its Cost.** We will waive the monthly deductions from the Policy Account as described in the policy, when we receive proof that total disability of the insured person has existed continuously for at least six months, as provided in this rider.

If total disability begins on or after the insured person's fifth birthday and before the age 60 anniversary, we will waive all such deductions while total disability continues.

If total disability begins at or after the age 60 anniversary, we will waive only such deductions due to be made before the age 65 anniversary while total disability continues.

In this rider, "age 60 anniversary" and "age 65 anniversary" mean the policy anniversaries nearest the insured person's 60th and 65th birthdays, respectively.

While such deductions are being waived:

1. Insurance under the policy and under any additional benefit riders will be provided in accordance with their terms; and
2. You may not increase or decrease the Face Amount of Insurance; and
3. Except for the waiver of monthly deductions, your Policy Account will continue to operate as if monthly deductions were not being waived.

Monthly deductions made from your Policy Account during total disability that are later waived will be refunded as credits to your Policy Account as of the dates they were subtracted. The value of your Policy Account will be determined as if such deductions had never been made.

While this rider is in effect, its cost will be a part of the monthly deduction from the Policy Account. The monthly cost is a percentage of the total monthly deduction from the Policy Account, as described in the policy.

Such percentage will be determined by us from time to time, based on the insured person's sex, attained age and rating class. It will never be more than the percentage shown in the Table of Guaranteed Maximum Rates For Disability Waiver of Monthly Deductions on Page 4-Continued of the policy. Any change in the cost of insurance percentage we use for this benefit will apply to all individuals of the same class as the insured person.

**What is Total Disability?** Total disability means the insured person's complete inability, because of bodily injury or disease, to perform all of the substantial and

material duties of his or her regular occupation. However, after 24 consecutive months of such disability, total disability will mean the insured person's complete inability to engage in any gainful occupation for which he or she is reasonably fitted by education, training, or experience.

We will also recognize the complete and irrecoverable loss of sight of both eyes, or the use of both hands or both feet, or of one hand and one foot as total disability. We will presume any such loss to be total disability even if the insured person engages in any occupation.

**What is Not Covered?** We will not waive such monthly deductions:

1. For a total disability that begins before the insured person's fifth birthday, or that begins while this rider is not in effect; or
2. If total disability results from:
  - a. Intentionally self-inflicted injury; or
  - b. Service in the armed forces of any country at war, including declared and undeclared war and resistance to armed aggression.

**You Must Give Us Proof of Disability.** Before we waive any monthly deductions, we must be given written notice of claim, and proof that total disability of the insured person has existed continuously for at least six months. This must be done while total disability continues and while the insured person is still living, or as soon as reasonably possible. If notice or proof is not given as soon as reasonably possible, we will not refund as a credit monthly deductions due more than one year prior to the date that proof is given to us.

We may require proof at reasonable intervals that total disability continues. After total disability has continued for two years we will not require proof more than once a year. We will not require proof after the age 65 anniversary if monthly deductions have been waived for the five preceding years.

We may require examination of the insured person by our medical representatives at our expense as part of any proof of total disability.

We will not waive monthly deductions if proof is not furnished as required.

**When this Rider Will Terminate.** This rider will not be in effect:

1. At and after the age 65 anniversary; or
2. If the policy terminates.

You may terminate this rider by asking for this in writing. The effective date of termination will be the beginning of the policy month which coincides with or next follows the date we receive your request.

A claim based on total disability that begins before termination of this rider will not be affected by the termination.

**When This Rider is Incontestable.** This rider will become incontestable only after it has been in effect, during the lifetime of the insured person and without the occurrence of total disability of the insured person, for two years from the later of: (a) the Date of Issue of the Policy; or (b) the date as of which this rider becomes effective if added or restored after issue of the policy.

**How this Rider Relates to the Policy.** This rider is a part of the policy. Its benefits are subject to all the terms of this rider and the policy.

*EQUITABLE FINANCIAL LIFE INSURANCE COMPANY*



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

## ***Loan Extension Endorsement***

In this endorsement “we”, “our” and “us” mean Equitable Financial Life Insurance Company. “You” and “your” mean the owner of the Policy.

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This endorsement is made part of this policy as of the Register Date and applies in lieu of any policy provisions to the contrary. It should be attached to and kept with your policy.

There is no cost for this endorsement. This endorsement does not provide cash or loan values.

1. The following provisions are added to your policy:

**When Loan Extension Takes Effect.** This policy will go on loan extension at the beginning of any policy month starting with the policy anniversary nearest the insured person’s 75th birthday, but not earlier than the twentieth policy anniversary, if:

- a) the Net Cash Surrender Value is not sufficient to cover the monthly deductions then due;
- b) the outstanding loan amount and accrued loan interest is greater than the larger of the current base policy face amount or the initial base policy face amount;
- c) the Death Benefit option then in effect is Option A;
- d) the life insurance qualification test is the guideline premium test;
- e) the policy is not then in a Grace Period;
- f) no current or future distribution from the policy will be required to maintain its qualification as life insurance under the Internal Revenue Code;
- g) you have not exercised the Accelerated Death Benefit Rider; and
- h) the Return of Premium Death Benefit Rider is not in effect.

**Effect of Loan Extension.** When loan extension takes effect, all additional benefit riders and other endorsements will terminate. We will then take monthly deductions up to the amount in the unloaned Policy Account. Thereafter,

- a) the policy will not lapse, with no further premiums required;
- b) loan interest will continue to be due on each policy anniversary. If the interest is not paid when due, it will be added to your outstanding loan;
- c) any payments received while the policy is on loan extension will be applied as loan repayments to the extent of any outstanding loan and accrued loan interest. Any excess will be refunded to you; and
- d) on each policy anniversary and any time you repay all of a policy loan, interest credited to the loaned portion of the Policy Account will be transferred to the unloaned portion of the Policy Account.

**Prohibited Transactions.** The following transactions will not be permitted when loan extension is in effect:

- a) partial withdrawals;
- b) premium payments;
- c) changes in face amount or death benefit option; and
- d) any other requested policy changes.

2. The “Base Policy Death Benefit” provision of your policy is replaced with the following provision when loan extension is in effect:

**Base Policy Death Benefit.** The death benefit of this policy is the greatest of (a) the Policy Account Value or the outstanding loan and accrued loan interest on the insured person’s date of death, whichever is greater, multiplied by a percentage shown in the Table of Percentages on Page 4-continued for the insured person’s age (nearest birthday) at the beginning of each policy year, (b) the outstanding loan and accrued loan interest on the insured person’s date of death plus \$10,000, or (c) the current base policy face amount.

3. Once loan extension is in effect, it will remain in effect during the lifetime of the insured person, unless the policy is surrendered for the Net Cash Surrender Value.

Written notification that loan extension is in effect will be provided.

**When This Endorsement Will Terminate.** This endorsement will terminate if this policy is surrendered for the Net Cash Surrender Value or is otherwise terminated.

If this endorsement terminates, it may be restored in accordance with the conditions specified in the “Restoring Your Policy Benefits” provision of your policy.

**EQUITABLE FINANCIAL LIFE INSURANCE COMPANY**



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

No Lapse  
Guarantee Rider

In this rider "we", "our" and "us" mean Equitable Financial Life Insurance Company. "You" and "your" mean the owner of the policy at the time an owner's right is exercised.

**Effective Date of this Rider.** This rider is effective on the Register Date of the policy.

**This Rider's Benefit.** The policy, to which this rider is attached and in effect, is guaranteed not to lapse during the No Lapse Guarantee Period shown on Page 3-Continued of the policy, provided that certain conditions, as described below, are met.

At the beginning of each policy month, we compare the Net Cash Surrender Value to the total monthly deductions described in the "Monthly Deductions" provision of the policy. If the Net Cash Surrender Value is sufficient to cover the total monthly deductions, the policy is not in default (even if this rider is terminated, or you do not pay premiums sufficient to maintain this rider's guarantee, as described below).

However, if the Net Cash Surrender Value at the beginning of any policy month is not sufficient to cover the total monthly deductions, and this rider is in effect, we will perform the following calculations to determine whether the policy is in default:

1. Determine the No Lapse Guarantee Premium Fund. The No Lapse Guarantee Premium Fund for any policy month is the accumulation of all the monthly No Lapse Guarantee Premiums for the base policy and guarantee premiums for any additional benefit riders shown in the "Table of Guarantee Premiums" on Page 3-Continued of the policy, accumulated at the No Lapse Guarantee Accumulation Rate shown on Page 3-Continued of the policy, from the Register Date of the policy up to that month. (Certain policy changes after issue will change the No Lapse Guarantee Premiums; however, they will not start a new No Lapse Guarantee Period.)
2. Determine the actual premium fund. The actual premium fund for any policy month is the accumulation of all the premiums received for the policy, accumulated at the No Lapse Guarantee Accumulation Rate shown on Page 3-Continued of the policy, minus all partial withdrawals, accumulated at the No Lapse Guarantee Accumulation Rate shown on Page 3-Continued of the policy, from the Register Date of the policy up to that month.
3. If the result in Step 2 is greater than or equal to the result in Step 1, and any outstanding policy loan and accrued loan interest does not exceed the Cash Surrender Value, the policy is guaranteed not to lapse. The policy is not in default and we will take monthly deductions up to the amount in the Policy Account.
4. If the result in Step 2 is less than the result in Step 1, or if the result in Step 2 is greater than or equal to the result in Step 1 but an outstanding policy loan and accrued loan interest exceeds the Cash Surrender Value, the policy is in default as of the first day of that policy month. This is the date of default.

If default occurs during the No Lapse Guarantee Period, we will send you and any assignee on our records at last known addresses written notice stating that a grace period of 61 days has begun starting with the date the notice is mailed. The notice will also state the amount of payment that is due. This payment will not be greater than the sum of (1) the premium amount, if any, necessary to pass the No Lapse Guarantee Premium Fund test, as described above, and (2) the loan repayment amount necessary to repay any outstanding policy loan and accrued loan interest.

If we do not receive such amount at our Administrative Office before the end of the grace period, we will then (1) withdraw and retain any amount in your Policy Account; and (2) send a written notice to you and any assignee in our records at the last known addresses stating that the policy has ended without value.

**Cost of This Rider.** The charge for this rider, if any, is shown on Page 4 of the policy.

**When This Rider Will Terminate.** This rider will terminate on the earliest of the following dates:

- a) on the date the policy ends without value at the end of a Grace Period, is given up for its Net Cash Surrender Value, or otherwise terminates;
- b) on expiration of the No Lapse Guarantee Period shown on Page 3-Continued of the policy;
- c) on the date that a new insured person is substituted for the original insured person under the terms of any Substitution of Insured rider; and
- d) on the date any Loan Extension takes effect.

You may also terminate this rider at any time after policy issue by asking for this in writing. The effective date of termination will be the beginning of the policy month that coincides with or next follows the date we receive your request.

Once this rider terminates for any reason, it may not be restored.

**General.** This rider is part of the policy. Its benefit is subject to all the terms of this rider and the policy. All provisions of the policy will continue to apply except as specifically modified by this rider.

**EQUITABLE FINANCIAL LIFE INSURANCE COMPANY**



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

Specimen

## **Option to Purchase Additional Insurance Rider**

*In this rider "we", "our" and "us" mean Equitable Financial Life Insurance Company. "You" and "your" mean the owner of the policy at the time an owner's right is exercised.*

You may buy new insurance policies on the life of the Insured under Options A, B and C, subject to the terms of this rider. We will not ask for evidence of insurability, except as stated in Option B and except where required for additional benefit riders. The consent of the Insured is required.

**OPTION AMOUNT.** This amount is shown on page 3 of the policy or on the Additional Benefits Rider if this rider is added after issue of the policy.

**THIS RIDER'S COST.** While this rider is in effect, its charge will be a part of the monthly deduction from the Policy Account. The maximum monthly charge for this benefit is shown in the Table of Maximum Monthly Charges For Benefits on Page 4 of the policy.

**OPTION A - REGULAR OPTION (AVAILABLE ON OPTION DATES).** You may buy a new policy with a face amount up to the Option Amount on each of the Option Dates that applies to the Insured while this rider is in effect. These dates are the policy anniversaries after issue of this rider on which the Insured's age at nearest birthday is 22, 25, 28, 31, 34, 37 and 40. The number of Option Dates available depends on the Insured's age at issue of this rider.

You must submit an application for the new policy and pay its first premium on or within 60 days before the Option Date. The new policy will not take effect until the Option Date, which will be its Register Date.

**OPTION B - ALTERNATIVE OPTION (AVAILABLE INSTEAD OF NEXT REGULAR OPTION).** Within three years before an Option Date specified in Option A and while this rider is in effect, you may buy a new policy on the life of the Insured with a face amount up to the Option Amount. You may do this only if evidence of insurability satisfactory to us is furnished.

We will issue the new policy with a current Register Date and at a premium rate based on the same rating class as applies to this rider if the following condition is met. We must be satisfied that the Insured then qualifies for a permanent plan of life insurance policy, with premiums payable for life and at a premium rate not more than 150% of the premium rate then in effect for that policy at the same class of risk as under this rider.

You must submit an application for the new policy and pay its first premium while the Insured is living. Any purchase under this option automatically cancels the regular option on the next Option Date.

### **OPTION C - BIRTH OR ADOPTION OF A CHILD.**

You may also buy a new policy on the life of the Insured if a live birth of a child of the Insured or a legal adoption of a child by the Insured occurs while this rider is in effect. Its face amount may be up to the Option Amount. In the case of multiple live births, its face amount may be up to the Option Amount times the number of live births.

You must submit an application for the new policy and pay its first premium within 90 days after the birth or adoption while this rider is in effect. The new policy will not take effect until its Register Date. This date will be the earlier of: (1) the 90th day after the date of birth or adoption; or (2) the day after this rider terminates. We may require evidence of birth or adoption.

### **TEMPORARY INSURANCE UPON BIRTH OR**

**ADOPTION.** We will provide temporary insurance on the life of the Insured starting on the date of the live birth of a child of the Insured or legal adoption of the child by the Insured, if this rider is then in effect. If the Insured dies before the 90th day following such date and while this rider is in effect, we will pay an amount equal to the Option Amount upon receipt of proof of death. In the case of multiple births, we will pay the Option Amount times the number of live births. We will include this amount with the other insurance benefits of this policy.

**THE NEW POLICY.** You may choose that the new policy be on any permanent plan of insurance for which it qualifies under our rules in effect on its Register Date as to plan, amount, age and class of risk. You may not choose a policy of term insurance, a policy which includes term insurance, or one that provides insurance on more than one life. Premiums will be at our rate then in effect for the Insured's attained insurance age and for the same class of risk as under this rider.

The new policy may contain an Accidental Death Benefit rider if such a rider is then in effect under this policy. The amount of its benefit may not be more than the face amount of the new policy. The new policy may also contain a Disability Waiver of premium or monthly deductions rider if such a rider is then in effect under this policy. Otherwise, inclusion of an additional benefit rider will require our consent and evidence of insurability satisfactory to us. The new policy may not contain an Option to Purchase Additional Insurance.

**TERMINATION.** This rider will no longer be in effect:

1. on and after the policy anniversary nearest the Insured's 40th birthday (except as to any Regular Option then available);
2. if the insurance under the policy terminates.

You may terminate this rider on any premium due date by asking for this in writing.

**GENERAL.** This rider is a part of the policy. Its benefits are subject to all of the terms of this rider and the policy.

The Suicide Exclusion and Incontestability provisions of the policy apply to this rider. However, if this rider is added after the policy is issued, the periods referred to in them are measured for this rider from its Date of Issue as shown on the Additional Benefits Rider.

***EQUITABLE FINANCIAL LIFE INSURANCE COMPANY***



Mark Pearson, Chairman of the Board  
and Chief Executive Officer



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

*Specimen*

## Policy Loan Endorsement

In this endorsement “we,” “our” and “us” mean Equitable Financial Life Insurance Company. “You” and “your” mean the owner of the policy.

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This endorsement is made part of the policy and applies in lieu of any policy provisions to the contrary. The effective date of this endorsement is the date it is attached to the policy. There is no cost for this endorsement. It does not provide cash or loan values.

1. The “**Loan Interest**” provision of the policy is deleted and replaced by the following:

**Loan Interest.** Interest on a policy loan accrues daily at an effective annual loan interest rate we determine. It will apply to any new or outstanding loan under the policy. We will determine such interest rates periodically in advance. Any change in the interest rates we determine will be as described in the “**Changes in Policy Cost Factors**” provision of the policy. Such interest rates will not be greater than 8%.

We will notify you of the initial loan interest rate when you take out a loan. We will also give you advance written notice of any change in the interest rate of any outstanding loan.

Loan interest is due on each policy anniversary. If the interest is not paid when due, it will be treated as a new loan and added to your outstanding loan and will bear interest at the loan rate then in effect.

2. Beginning in the fourth policy year, you may elect an alternate loan option at any time. Your election must be in writing and will take effect on the Business Day we receive it. Once elected, the alternate loan option will remain in effect until you notify us otherwise in writing.

The following statements describe the effect of your election of the alternate loan option on policy provisions. Except as specifically modified by this endorsement, all provisions of the policy will continue to apply.

### **Effects of Your Election of the Alternate Loan Option on Policy Provisions**

If you have elected the alternate loan option and it is still in effect:

- Loans will not be deducted from the Holding Accounts or Segments of the Indexed Accounts as described in items (a) and (b) under the “**Loan Value**” provision of the policy. Instead, loans will be processed as follows:

We will deduct a policy loan from your value in the unloaned portion of the Guaranteed Interest Account. The amount of any policy loan that we deduct from your value in the unloaned portion of the Guaranteed Interest Account will be transferred to the loaned portion of the Guaranteed Interest Account. If your value in the unloaned portion of the Guaranteed Interest Account is insufficient to fully cover the amount of the policy loan, the remaining portion of the policy loan will not be transferred to the loaned portion of the Guaranteed Interest Account but will stay in the loaned portion of the Indexed Accounts. In this case the loaned portion of the Policy Account will be part of both the Guaranteed Interest Account and the Indexed Accounts.

- When you repay all or part of a policy loan as described in the “**Loan Repayment**” provision of the policy, such repayment will be applied in the following manner:

Any loan repayment will first be applied to reduce the loaned portion of the Indexed Accounts and increase the unloaned portion of the Indexed Accounts, with any remaining portion of the loan repayment being applied to reduce the loaned portion of the Guaranteed Interest Account and increase the unloaned portion of the Guaranteed Interest Account.

- If you ask us to transfer all or a portion of the Segment Maturity Value to the Guaranteed Interest Account as described in the “**Reallocation of the Segment Maturity Value**” provision of the policy, such amount will be transferred into the loaned portion of the Guaranteed Interest Account, until your value in the loaned portion of the Guaranteed Interest Account becomes equal to the loaned portion of your Policy Account, with any remaining part of such amount being transferred into the unloaned portion of the Guaranteed Interest Account.
  - If future allocations to one or more Indexed Accounts are restricted as described in the “**Reallocation of the Segment Maturity Value**” provision of the policy, and if all or a portion of the Segment Maturity Value for any outstanding Segment of an applicable indexed option is transferred to the Guaranteed Interest Account at your direction or because no directions are received from you, such amount will be transferred into the loaned portion of the Guaranteed Interest Account, until your value in the loaned portion of the Guaranteed Interest Account becomes equal to the loaned portion of your Policy Account, with any remaining part of such amount being transferred into the unloaned portion of the Guaranteed Interest Account.
  - If you ask us to transfer amounts from your value in the Guaranteed Interest Account into one or more Holding Accounts for an indexed option as described in the “**Transfers by Written Request**” provision of the policy, amounts from your values in both the unloaned and the loaned portions of the Guaranteed Interest Account may be transferred into one or more Holding Accounts, but any amounts from your value in the unloaned portion of the Guaranteed Interest Account must be transferred first, before any amounts from your value in the loaned portion of the Guaranteed Interest Account can be transferred.
  - If you ask us to transfer amounts from a Holding Account for an indexed option into the Guaranteed Interest Account as described in the “**Transfers by Written Request**” provision of the policy, your requested transfer amount will be transferred into the loaned portion of the Guaranteed Interest Account, until your value in the loaned portion of the Guaranteed Interest Account becomes equal to the loaned portion of your Policy Account, with any remaining part of the requested transfer amount being transferred into the unloaned portion of the Guaranteed Interest Account.
  - If you ask us to make automatic transfers of amounts from your value in the Guaranteed Interest Account into one or more Holding Accounts for an indexed option as described in the “**Automatic Transfers**” provision of the policy, amounts from your values in both the unloaned and the loaned portions of the Guaranteed Interest Account will be transferred into one or more Holding Accounts, but any amounts in your value in the unloaned portion of the Guaranteed Interest Account must be transferred first, before any amounts from your value in the loaned portion of the Guaranteed Interest Account can be transferred.
3. **Cancellation of your Election of the Alternate Loan Option.** You may cancel your election of the alternate loan option at any time by writing to us. Such cancellation will take effect at the beginning of the next policy month after we receive it. If such cancellation occurs, we will treat your cancellation as (1) a repayment of any existing loan and accrued loan interest that is in excess of the loaned portion of the Guaranteed Interest Account, as described in this endorsement, and then (2) as a request for a new loan of the same amount, as described in the “**Loan Value**” provision of the policy. If there is a deduction from one or more Segments, we may establish a Lockout Period as described in the policy starting on the date of such deduction.

**EQUITABLE FINANCIAL LIFE INSURANCE COMPANY**



Mark Pearson,  
Chairman of the Board and Chief Executive Officer



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

Return of Premium  
Death Benefit Rider

In this rider "we", "our" and "us" mean  
Equitable Financial Life Insurance Company  
"You" and "your" mean the owner of the Policy at the time an  
owner's right is exercised.

**Effective Date of this Rider.** This rider is effective on the Register Date of this policy.

**This Rider's Benefit.** This rider provides a benefit payable upon the death of the insured person while this policy is in force. The total death benefit for the base policy and this rider will equal the greater of (1) the sum of the base policy face amount and this rider's face amount, or (2) a percentage of the amount in your Policy Account at that time. However, if the policy offers a death benefit Option B and this is in effect on the date of death, the total death benefit for the base policy and this rider will equal the greater of (1) the sum of the base policy face amount, this rider's face amount, and the amount in your Policy Account, or (2) a percentage of the amount in your Policy Account at that time. The percentages used are those shown in the "Table of Percentages" in the policy. The death benefit of this rider is equal to any excess of the total death benefit described above over the death benefit for the base policy.

This rider's face amount is determined as follows:

- (1) this rider's face amount has an initial value equal to a percentage, as selected by you in the application for this rider and as permitted by our rules in effect at that time, of the initial premium paid. This percentage is shown in the "Policy Information" section;
- (2) any subsequent premium payment will increase this rider's face amount by the same percentage of the premium paid effective as of the date that we receive the payment at our Administrative Office;
- (3) each partial withdrawal of Net Cash Surrender Value will reduce this rider's face amount by the amount of the withdrawal, but not to less than zero, effective on the date of the withdrawal as specified in the policy;
- (4) this rider's face amount is increased on each policy anniversary to reflect accumulation at the Return of Premium Accumulation Rate that was in effect during the preceding policy year, taking into account any changes in rider face amount that took place during such year due to premium payments or partial withdrawals. The increase will take effect only on the policy anniversary and only if the policy is in force at that time;
- (5) each request for a decrease in this rider's face amount will reduce the rider face amount by the amount of requested decrease, but not to less than zero, effective on the policy anniversary that coincides with or next follows the date we approve your request.

At issue of this rider, the Return of Premium Accumulation Rate is the annual rate selected by you on the application as permitted by our rules in effect at that time. This rate will be 0% if you do not make a selection. The initial rate is shown in the "Policy Information" section. You may make a written request to our Administrative Office to change this rate. This request is subject to our approval and the following:

- (1) A requested decrease in the rate will take effect on the policy anniversary that coincides with or next follows the date we approve your request; and
- (2) a requested increase in the rate requires evidence of insurability of the insured person satisfactory to us. The increase will take effect on the policy anniversary that coincides with or next follows the date we approve your request.

You may ask for a change in this rider by completing an application for change, which you can get from your agent or by writing to us at our Administrative Office. A copy of your application for change will be attached to the new "Policy Information" section that we will issue when the change, if approved, is made. The new section and the application for change will become a part of this policy. We may require you to return this policy to our Administrative Office to make a policy change.

**Maximum Rider Face Amount.** In no event will this rider's face amount exceed the maximum rider face amount shown in the "Policy Information" section.

**Cessation of Increases.** Increases in this rider's face amount will cease on the earliest of the following dates:

- (1) on the date that this rider's face amount equals the maximum rider face amount;
- (2) at the beginning of the policy month that coincides with or next follows the date we receive your written request to stop any further increases;
- (3) on the policy anniversary nearest the 100<sup>th</sup> birthday of the insured person;
- (4) on the effective date that the death benefit option of this policy is ever changed to Option B; or
- (5) on the effective date of any requested increase in the base policy face amount.

Once increases in this rider's face amount cease, they cannot be started again. After increases cease, and even if there is a subsequent reduction in this rider's face amount, it will not increase due to premium payments or by application of the Return of Premium Accumulation Rate.

**Decrease in Rider Face Amount.** You may write to our Administrative Office to request a decrease in the face amount of this rider. This request must be made prior to the policy anniversary nearest the 100<sup>th</sup> birthday of the insured person. The decrease will take effect on the policy anniversary that coincides with or next follows the date we approve your request. The rider face amount will be reduced by the amount of the requested decrease, but not to less than zero. Unless you specify otherwise, any subsequent increases in rider face amount due to premium payments or by application of the Return of Premium Accumulation Rate will continue as specified in this rider, subject to the "Cessation of Increases" provision of this rider.

**Partial Net Cash Surrender Value Withdrawal.** A partial withdrawal under this policy will first reduce this rider's face amount by the amount of the withdrawal, but not to less than zero. If the withdrawal exceeds this rider's face amount, the excess amount will reduce the base policy face amount. However, if the policy offers a death benefit Option B and this is in effect on the date of the withdrawal or where the death benefit is a percentage of the amount in the Policy Account, any partial withdrawal will also reduce the base policy death benefit under the provisions of the policy. In all cases, the Cash Surrender Value and Policy Account of the policy will be reduced by the full amount of the withdrawal, as specified in the "Partial Net Cash Surrender Value Withdrawal" provision of this policy.

**The Cost of This Rider.** While this rider is in effect, its charge will be part of the monthly deductions from the Policy Account. The maximum monthly charge for this rider is shown in the Policy Information section of the policy.

**Lapse Protection.** If there is a Lapse Protection Rider in effect, it also applies to this benefit. The Lapse Protection Total Death Benefit for the base policy and this rider will equal the greater of (1) the base policy face amount plus the rider face amount, or (2) a percentage of the amount in the Lapse Protection Fund at that time. The percentages used are those shown in the "Table of Percentages" in the policy. The Lapse Protection Return of Premium Death Benefit is equal to any excess of the Lapse Protection Total Death Benefit for the base policy and this rider over the Lapse Protection Death Benefit for the base policy. None of these quantities are used to determine actual values or benefits under the base policy or this rider. They are only used in calculating Lapse Protection Monthly Deductions from the Lapse Protection Fund, as further described in the Lapse Protection Rider.

**When This Rider Will Terminate.** This rider will terminate on the date the policy ends without value at the end of a Grace Period, is given up for its Net Cash Surrender Value, or otherwise terminates. You may also terminate this rider at any time after policy issue by submitting a written request for this to our Administrative Office. The effective date of termination will be the beginning of the policy month that coincides with or next follows the date we approve your request. If you request termination of this rider, it may not again be added at a later date.

**Restoration.** If this rider was in force when the policy ended without value at the end of a Grace Period, it may be restored along with the policy. This will be subject to the conditions of the "Restoring Your Policy Benefits" provision of the policy. If restoration is approved, this rider face amount will be equal to the rider face amount at termination plus the selected percentage of the premium paid for restoration (but not more than the maximum rider face amount), subject to any earlier cessation of increases as detailed in the "Cessation of Increases" provision of this rider.

**Incontestability and Suicide Exclusions.** The Incontestability and Suicide Exclusion provisions of this policy also apply to this rider.

**General.** This rider is part of the policy. Its benefit is subject to all the terms of this rider and the policy. Any requested change in this rider is subject to our approval.

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