THE UNITED STATES LIFE Insurance Company In the City of New York

(Called United States Life) 830 Third Avenue New York, New York 10022

CERTIFICATE OF INSURANCE

The term "schedule" refers to the schedule of benefits statement that accompanies this certificate. The term "schedule" does not mean the Schedule of Benefits on page SCH of this certificate.

United States Life certifies that the person named on the schedule is insured for the benefits described in this certificate. This insurance is subject to the eligibility and effective date requirements of the group policy.

DATE YOUR INSURANCE TAKES EFFECT

Your insurance will take effect on the date shown on the schedule. You must be able to perform the normal activities of a person of like age and sex, with like occupation or retired status on this date. If you are not, your insurance will take effect on the day you resume such activities.

IMPORTANT NOTICE

This certificate is a summary of the group policy provisions which affect your insurance. It is merely evidence of the insurance provided by such policy.

The group policy is a contract between United States Life and the Policyholder. It may be changed or ended without notice to or consent of any insured person.

This certificate replaces any certificate previously issued by United States Life to you under the group policy.

The benefits described in this certificate are provided by the group policy shown on the schedule, issued to the Policyholder shown on the schedule.

CONFORMITY WITH LAW

This certificate of insurance provides coverage under a group master policy that may be issued to an out-of-state group. The certificate rider(s) attached to your certificate, if any, provide all of the benefits mandated by the Insurance Code of the state in which you reside. However, you may not receive all of the protections provided by a policy issued in your state of residence and governed by all the laws of that state.

If the provisions of the group policy do not conform to the requirements of any state or federal law or regulation that applies to the group policy, the group policy is automatically changed to conform with United States Life's interpretation of the requirements of that law or regulation.

CERTIFICATE INDEX

Each page in this certificate has a 2 line code at the bottom left of the page. The code "G-19001" means that the page belongs to the certificate series. The letter or letters below the certificate code represents a phonetic description of the particular section (FP = Face page; E = Eligibility). If a section requires more than one page, the descriptive letter is followed by a number indicating its order in the section (L-2 is the second page in the Life Insurance benefits section).

This index refers you to the phonetic codes.

SECTION	PAGE(S)
Face Page	FP
Schedule of Benefits	SCH
Definitions	DEF
Eligibility	
Eligible Classes	F
Date Of Eligibility	F.
Date Insurance Takes Effect	
Actively At Work Requirement	
Date Insurance Ends	
Life Insurance Benefits	
Conversion Option	L-1
·	
End Of Insurance Provided By The Group Policy	END
General Provisions	
Incontestability	
Suicide	
Beneficiary	
Misstatements	
Payment For Expenses Incurred At A Person's Death	
Payment To A Minor Or Incompetent	
Autopsy	GP-2
Assignment	
Compliance With Law	
Multiple Certificates	
Widiuple Certificates	GF-2
Group Life Accelerated Benefits Rider G-22058	
Definitions	Page 1
Eligible Classes	Page 1
Date Persons Are Eligible For Insurance	
Non-Confinement Requirement	
Notice Of Possible Tax Consequences	
The Accelerated Benefit	
Effect Of Payment Of An Accelerated Benefit On Group Policy Provisions	
Exclusions	Page 3
Date This Rider Ends For An Insured Person	Page 3

SCHEDULE OF LIFE INSURANCE BENEFITS

LIFE INSURANCE AMOUNT see schedule

Exchange Option

AGE OF ENTRY means your attained age on your certificate effective date.

RATE SCHEDULE means the premium rate schedule from which each insured person's premium contribution is based. United States Life may change the rate schedule as described in the group policy.

TERM PERIOD means the period that begins on your certificate effective date and ends on the earlier of:

- the 10th anniversary of your certificate effective date; or
- the date your insurance ends under the DATE INSURANCE ENDS PROVISION on page E.

Your premium contribution is based on a Rate Schedule according to your Age Of Entry for the duration of a Term Period. Except as stated in the **Exchange Option** provision below, if your insurance is still in effect when your Term Period ends, your premium contribution will be based on:

- your attained age on the date the Term Period ends; and
- an annual renewable Rate Schedule different from that which applied during the Term Period.

If your insurance is still in effect when your Term Period ends, you may apply to exchange your certificate for one with a new Term Period. To do so, you must:

- be under age 61 on the date your Term Period ends;
- provide written request for exchange to United States Life at least 3 months prior to the date the Term Period ends;
 and
- provide evidence of your insurability satisfactory to United States Life.

If United States Life approves your application for exchange, the new certificate will take effect under the group policy on the day after the active Term Period ends. The new certificate:

- 1. may be an equal or smaller amount of insurance than the amount under the inforce certificate.
- 2. will be subject to:
- the suicide and incontestability provisions of the group policy as of the new certificate effective date;
- the same limitations of risk, if any, as the inforce certificate;
- any assignment of the inforce certificate that has been acknowledged by United States Life; and
- any absolute designation of beneficiary in effect under the inforce certificate.

Change In Amount Of Insurance

For a decrease

If insurance is to decrease, such change will take effect on your premium due date coinciding with or next following the date of change.

For an increase

You can not request an increase in your amount of insurance after your effective date of coverage under the group policy.

DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means that you perform, in your customary manner, the substantial and material duties of your regular occupation or profession on a full-time basis (at least 30 hours a week) at your customary place of employment or business or any place to which such employment or business requires you to travel.

MEMBER means:

- a person who is a member in good standing with the Participating Association, in accordance with the Participating Association's Constitution and By -Laws; or
- the lawful spouse of such member.

For the purposes of the group policy, the term member will read spouse as it applies, except where specifically stated otherwise. A person may be insured as a member or a spouse, but not both.

PHYSICIAN means:

- a medical practitioner licensed to provide medical services and perform general surgery, or
- any other practitioner whose services, by law of the state where such services are performed, must be covered by the group policy.

Each such person must be licensed in the state where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such state.



ELIGIBILITY

ELIGIBLE CLASSES

All persons who:

- give evidence of their insurability satisfactory to United States Life;
- are under age 61; and
- are members (as defined on page DEF),

but not those who are a resident of an excluded jurisdiction. Excluded jurisdictions are evidenced in the appropriate records of United States Life and the Policyholder.

DATE OF ELIGIBLITY

Each person in an eligible class on the effective date of the group policy will be eligible for insurance on that date.

Each person who enters an eligible class after the effective date of the group policy will be eligible for insurance on the date he enters such class.

DATE INSURANCE TAKES EFFECT

You must request insurance in writing. The required premium must be paid. You must give evidence of your insurability satisfactory to United States Life. Subject to the Actively At Work Requirement below, you will be insured on the first day of the month coinciding with or next following the date United States Life approves the request. The effective date of your insurance is shown on the **schedule**.

ACTIVELY AT WORK REQUIREMENT

You must be actively at work on the date your insurance is to take effect. If you are not, such insurance will take effect on the day you resume such work.

The date insurance is to take effect might not be a scheduled workday. If so, you will be considered actively at work on such date if you were actively at work on your last scheduled workday.

DATE INSURANCE ENDS

Your insurance will end at the earliest of:

- 1. the date the group policy ends at the option of United States Life or the Policyholder;
- 2. the end of the period for which the last premium has been paid for you;
- 3. your premium due date coinciding with or next following the date you attain age 70; or
- 4. your premium due date coinciding with or next following the date you cease to be a member (as defined on page DEF).

LIFE INSURANCE BENEFITS

If you die, due proof of your death must be sent to United States Life. When such proof is received, United States Life will pay to the beneficiary the amount of insurance shown in the Schedule of Benefits.

PAYMENT OPTIONS

Benefits will be paid either in one sum or under an option chosen by you. If you have not chosen an option which is in force at your death, your beneficiary may do so. Such choice must be filed with United States Life in writing. Any agreement will be subject to United States Life's rules at the time of the choice.

CONVERSION OPTION

If your insurance ends for a reason other than non-payment of premium, you may buy an individual policy of life insurance from United States Life during the conversion period. Evidence of insurability will not be required.

CONVERSION PERIOD means the 31 days after insurance ends.

This option is subject to these conditions:

- 1. you must apply for the new policy in writing and pay the first premium during the conversion period;
- 2. the premium rates for the new policy will be based on:
- · United States Life's rates then in use
- · the plan and amount of insurance
- your class of risk, and
- your age nearest birthday when insurance ends;
- 3. the new policy may be any form then being issued by United States Life which does not provide term insurance or pay dividends;
- 4. the new policy will be issued without term, disability or other extra benefits; and
- 5. the new policy will take effect at the end of the conversion period.

Amount of the new policy

The amount of your new policy depends on the reason your insurance ends.

If:

- insurance ends for a reason other than the group policy ends or the group policy is amended to end insurance for your class, or
- amounts of insurance decrease due to a reduction shown in the Schedule of Benefits

Then

the amount of the new policy may be any amount up to the amount which ends under the group policy.

....

- the group policy ends, or
- the group policy is amended to end insurance for your class

And you had been insured by the group policy for at least 5 years just before your insurance ended

Then:

the amount of the new policy may not exceed the lesser of:

- \$10,000, or
- the amount which ends under the group policy *less* the amount for which you may become eligible under any group policy during the conversion period.

Death benefit during conversion period

If you die during the conversion period, United States Life will pay the amount which you were entitled to convert.

Effect of previous conversion

You may have previously used this conversion option. You may have done so under the group policy or any policy issued by United States Life which the group policy replaces. If so, United States Life will reduce your amount of insurance which ends under the group policy by the amount so converted. United States Life will not do this if you:

- 1. return the converted policy, or
- submit evidence of insurability satisfactory to United States Life for the converted amount.

END OF INSURANCE PROVIDED BY THE GROUP POLICY

IF PREMIUM IS NOT PAID - GRACE PERIOD

Each premium, after the first, may be paid up to 31 days after its due date. This period is the grace period. The insurance provided by this policy will stay in effect during this period. If the premium is not paid by the end of this period, such insurance will end at that time.

United States Life may extend the grace period by written notice. Such notice will state the date insurance will end if the premium remains unpaid.

Premiums must be paid for a grace period and any extension of such period.

GENERAL PROVISIONS

INCONTESTABILITY

United States Life will not use a person's statements relating to his insurability to contest life insurance after it has been in force for 2 years during his life. United States Life will also not use such statement to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during his life. These statements must be in a written application signed by the person. A copy of this application will be given to the person or his beneficiary.

SUICIDE

If a person commits suicide, within two years from the date his insurance takes effect, United States Life's liability will be limited to the premiums paid, plus interest.

If a person commits suicide, within two years from the date an increase in his insurance takes effect, United States Life's liability with respect to the increased amount will be limited to the premiums paid, plus interest.

BENEFICIARY

The beneficiary is named by you in your application, unless changed. You may change the beneficiary, unless irrevocable, at any time. To do so, a written request on a form satisfactory to United States Life must be made to its home office. When United States Life records the change, it will take effect as of the date you signed it. The change will not apply to any payment made by United States Life before the request was recorded. If this insurance replaces group insurance that was in effect with another insurance company, United States Life will use the beneficiary designation of record as provided by you to such other company. You may change such designation, as stated above.

If 2 or more beneficiaries are named and their shares are not specified, they will share the proceeds equally.

When you die, there may be no living named beneficiary to receive any part of the proceeds. If so, United States Life may pay such proceeds to your estate or, at United States Life's option, to your:

- spouse, if living
- surviving children, equally, if the spouse is dead, or
- surviving parents, equally, if all children are dead.

United States Life will not be liable for such payment after it is made.

MISSTATEMENTS

A person's age, sex or any other data may be misstated. If so, the correct data will be used to determine if insurance is in force. If insurance is in force, the premium and/or benefits will be adjusted according to the facts.

PAYMENT FOR EXPENSES INCURRED AT AN INSURED PERSON'S DEATH

If there is no living named beneficiary, United States Life has the option to pay part of the benefits to anyone who has incurred expenses for a person's last sickness or death.

This payment will not exceed the amount of such expenses, up to the maximum for such payment set forth by law in the state where the group policy is issued.

United States Life will not be liable for such payment after it is made.

PAYMENT TO A MINOR OR INCOMPETENT

If any beneficiary or payee is a minor or is incompetent to receive payment, United States Life will pay his guardian. United States Life will not be liable for such payment after it is made.

GENERAL PROVISIONS (Continued)

AUTOPSY

United States Life, at its expense, has the right to order an autopsy. This will only be done where allowed by law.

ASSIGNMENT

United States Life will not be bound by any assignment unless it is in writing and is recorded at its home office. United States Life is not responsible for the validity of an assignment.

COMPLIANCE WITH LAW

On the date the group policy takes effect, some of its provisions may conflict with an applicable law. If so, any such provision is changed to comply with the minimums required by such law.

GENDER

Male pronouns will be read as female where it applies.

MULTIPLE CERTIFICATES

A person cannot be insured under more than one certificate providing the same type of insurance coverage under group policies issued by United States Life to the Policyholder. If premium is being paid for more than one such certificate, insurance will be in effect under only one certificate at any one time. Premiums paid for certificates which are not in effect will be refunded.

(Called United States Life)

GROUP LIFE ACCELERATED BENEFITS RIDER

DEFINITIONS

INSURED PERSON means an insured member (as defined in the group policy). He will be insured for the benefits of this rider only if he becomes and remains insured for life insurance benefits under the group policy.

TERMINAL ILLNESS means a medical condition:

- 1. which is expected to result in the insured person's death within 6 months; and
- 2. from which the insured person is not expected to recover.

WAITING PERIOD means a period of 180 consecutive days which begins on the date a person's insurance takes effect under this rider.

ELIGIBLE CLASSES

All members under age 70 who are insured for life insurance under the group policy.

DATE PERSONS ARE ELIGIBLE FOR INSURANCE UNDER THIS RIDER

A person will be eligible for such insurance on the later of:

- 1. the date he is eligible for life insurance under the group policy, or
- 2. the effective date of the group policy rider.

NON-CONFINEMENT REQUIREMENT

A member might be confined for medical treatment in an institution or at home on the date his insurance is to take effect under this rider. If so, his insurance will take effect on the day following his final medical discharge from such confinement.

NOTICE OF POSSIBLE TAX CONSEQUENCES

Please be advised that receipt of the accelerated benefits described in this Rider may be taxable. Any person who receives accelerated benefits should consult their personal tax advisor.

GROUP LIFE ACCELERATED BENEFITS RIDER (Continued)

THE ACCELERATED BENEFIT

The accelerated benefit is an advance payment to the person who:

1. is terminally ill, and

2. elects to receive part of his life insurance amount under the group policy, subject to the maximum and minimum benefit requirements stated below.

United States Life will pay an accelerated benefit to the insured person when United States Life receives the following after the waiting period:

- 1. a written request for payment of the accelerated benefit, and
- 2. due proof that the insured person is terminally ill.

The accelerated benefit will be paid once and in one lump sum to the insured person.

Cost of Providing The Accelerated Benefit

The accelerated benefit amount as determined below will be discounted to reflect the cost of providing the benefit. United States Life will calculate the discount on the date it receives the request for payment of the accelerated benefit. A statement of the method of calculating the discount has been filed with the insurance official of the state in which the group policy is issued.

Amount of Accelerated Benefit

The maximum accelerated benefit will be equal to the lesser of:

50% of the insured person's life insurance amount as shown in the Schedule of Benefits of his certificate, which must be at least \$10,000, less the discount.

An insured person's life insurance amount may be scheduled for a reduction within 6 months after the date he requests the payment of the accelerated benefit. In this case, the maximum accelerated benefit will be limited to the lesser of:

50% of the life insurance amount which will be in effect after the scheduled reduction (this amount after the scheduled reduction must be at least \$10,000), less the discount.

The minimum accelerated benefit will be \$10,000, less the discount.

Written Request For Payment of The Accelerated Benefit

After the waiting period, the insured person may request payment of an accelerated benefit in writing. If the insured person is not the owner of the certificate, the owner must request payment of the accelerated benefit in writing. If the insured person is a minor or incompetent, his guardian must request payment of the accelerated benefit in writing.

Proof of Terminal Illness

Proof that an insured person is terminally ill must be given to United States Life. The proof must be certified by a licensed physician and in a form that is satisfactory to United States Life. United States Life is not obligated to ask for any proof. Any delay in submitting proof will not cause a request to be denied so long as the proof is given to United States Life as soon as reasonably possible.

After receipt of such proof, United States Life may require the insured person to be examined by a licensed physician of it's choice, at its expense. If there is a disagreement between the two physicians, United States Life may require the insured person to be examined by another licensed physician of its choice, at its expense. The decision of the third physician will be final.

EFFECT OF PAYMENT OF AN ACCELERATED BENEFIT ON GROUP POLICY PROVISIONS

The insured person's amount of life insurance under the group policy will be reduced by the amount of an accelerated benefit paid to him, plus the discount. As a result, the following will be based on such reduced life insurance amount:

- 1. the amount of life insurance payable to the beneficiary when the insured person dies;
- 2. the amount of life insurance the insured person can convert under the group policy; and
- 3. the premiums payable for the insured person's life insurance under the group policy after an accelerated benefit is paid to him, if such premiums are not waived.

The payment of an accelerated benefit will not affect the amount of the insured person's Accidental Death and Dismemberment Benefits under the group policy, if any.

GROUP LIFE ACCELERATED BENEFITS RIDER (Continued)

EXCLUSIONS

United States Life will not pay an accelerated benefit if:

- 1. the insured person has made an absolute assignment of his life insurance under the group policy;
- 2. all or part of the insured person's life insurance under the group is to be paid to his child(ren) or former spouse as part of a court approved divorce agreement;
- 3. it does not receive written consent by any irrevocable beneficiary; or
- 4. the terminal illness is a result of intentional self-inflicted injury or attempted suicide.

DATE THIS RIDER ENDS FOR AN INSURED PERSON

With respect to an insured person this rider will end at the earliest of:

- 1. the date the accelerated benefit is paid to him or on his behalf;
- 2. the date his life insurance ends under the group policy; or
- 3. the certificate anniversary on which he is age 70.

This rider is subject to all provisions of the group policy which are not inconsistent with the terms of this rider.