

# Benefit Certificate

The Electrical Workers'  
Benefit Association

Graded Death Benefits

(Do Not Write In This Space)

### Association's Register of Change of Beneficiary

If change of beneficiary or beneficiaries is desired, write for blanks to Secretary, The Electrical Workers' Benefit Association, 1200 15th Street, N. W., Washington 5, D. C. No change shall take effect until endorsed by the Association at its home office during the life-time of the insured.

Date Endorsed  
4/24/63

Beneficiary  
Estate

Relationship  
XXXXXXX

Endorsed by  
*M. Johnson*  
Recorder

This certificate, any riders or endorsements thereto, with the Certificate of Incorporation and the Constitution and the Bylaws of the E. W. B. A. and the application for membership and all amendments to each thereof, as though a copy were attached hereto, is made a part hereof and shall constitute the agreement between the Association and the member, and copies of the same, certified by the Secretary of the Association, shall be received in evidence of the terms and conditions thereof, and any changes, additions or amendments to said Constitution or Bylaws, made or enacted subsequent to the issuance of this benefit certificate, shall bind the member and his beneficiaries, and shall govern and control the agreement in all respects, the same as though such changes, additions or amendments had been made prior to and were in force at the time of the application for membership. In the event of any conflict of the terms of this certificate with the terms of either the Certificate of Incorporation or the Constitution and Bylaws, then the terms of both the Certificate of Incorporation and the Constitution and Bylaws shall prevail.

The Association will extend to any and all members, any additional rights, privileges and benefits permitted by law or by subsequent changes in the Certificate of Incorporation or Constitution or Bylaws of this Association.

At any time while this certificate is in force the member may change any beneficiary designated herein by complying with the regulations of the Association, as contained in Bylaw VII, Sections 1 and 3. Eligibility and substitution of any beneficiary shall be in accordance with the laws of the Association in effect at the time the death benefit accrues.

In Witness Whereof the Electrical Workers' Benefit Association has caused this certificate to be issued, signed by its President and its Secretary at the City of Washington, District of Columbia, this .....31st..... day of ...January.....  
19...62.....

Attest:

*Joseph D. Kenner*  
Secretary.

*Landon M. Freeman*  
President.

Recorded and countersigned by

*M. Paul*  
Recorder.

#### EXTRACTS FROM BYLAWS RELATING TO BENEFITS

Members must familiarize themselves with and take notice of all the provisions of the Constitution and Bylaws and should keep this certificate with a copy of same.

##### BYLAW IV

Sec. 2. All dues shall be payable in advance monthly, or quarterly at the option of the member, on the first day of the month. No member is entitled to notice of dues or any payments due this Association, nor to notice of arrearages, but each member must himself take notice when payment is due and promptly make same.

Sec. 3. Any member indebted to his local lodge or to the Association for three months dues shall stand suspended and the local lodge and the Association may refuse to accept dues from any member so indebted to it. A suspended member forfeits all previous rights and benefits during suspension, and to be reinstated must be in good health.

Sec. 4. Any member suspended for failure to pay dues for three months, may within three months from the date of suspension be reinstated provided he pays all dues to date of reinstatement and gives satisfactory evidence of good health, and also pays, together with said dues, a penalty of \$10.00 to the Expense Fund. Upon payment of said dues and penalty and the furnishing of said evidence of good health such suspended member shall be reinstated to the standing he enjoyed prior to his suspension. If he elects to pay only said dues but not said penalty he shall be reinstated as a member but his continuous good standing, for the purpose of calculating benefits, shall begin on and date from the time of the payment of said dues, as if he had been admitted as a new member at such time. A member indebted for six months dues forfeits all previous rights and benefits and shall be dropped as a member and can come in only as a new member.

Sec. 8. No fee, commission, or compensation of any kind whatsoever shall be paid, given or allowed or promised to be paid, given or allowed to any person, either out of the admission fees or out of the monthly dues or out of any other fund of the Association, for the procuring of members or applications for membership in the Association.

Sec. 9. No contract between the Electrical Workers' Benefit Association and any member for payment of benefits shall be valid when there is a contract, agreement, or understanding between the member and the beneficiary prior to or at the time of becoming a member of the Association that the beneficiary, or any person for him, shall pay such member's assessments and dues, or either of them.

##### BYLAW VI

Sec. 1. Death benefits shall be paid from the Benefit Fund to the beneficiaries of the members of the Association in conformity with the provisions of this Bylaw VI; and a benefit certificate in the form prescribed by the Supreme Lodge shall be issued to every member. No benefit shall be due or payable on account of the death of a member during the first six months of membership; but in the case of the death of a member

during the first six months of membership all monthly dues which have been paid by him to the Association shall be returned to his beneficiary.

#### BYLAW VII

Sec. 1. Every member of the Association shall have the right to name the person or persons, including his estate, who are to be his beneficiary or beneficiaries under the death benefit system of the Association; provided that said beneficiaries shall, at the date of the death of the member, sustain to the member one of the following relationships: member of his family, heir, blood relative, spouse, affianced husband, affianced wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-children, step-brothers, step-sisters, children or parents by legal adoption, the member's estate, the I.B.E.W. Pension Benefit Fund, a charitable, benevolent, educational, or eleemosynary institution or to persons dependent upon the member or upon whom the member is dependent. Every member shall have the privilege of changing his beneficiary within the limitations expressed in this Bylaw VII. Upon the failure of any member to name an original beneficiary or to name a new beneficiary after the death or inability to take of one previously named, the said death benefit shall be payable to the next of kin who are entitled to take the personal property of the deceased member, in accordance with the laws of the domicile of such deceased member, governing the distribution of personal property in case of intestacy. The relationship to the member of the beneficiary named by him shall be stated by him and set out in the benefit certificate. If any member shall name a beneficiary who does not bear to him the true relationship stated by him and appearing in his benefit certificate and who does not fall within the classes of persons permitted by this Bylaw VII to be named as beneficiary, the Association, upon discovery and actual communication to the Supreme Lodge of the falsity of said statement of relationship before it has paid said benefit, shall pay the benefit to the next of kin who are entitled to take the personal property of the deceased member in accordance with the laws of the domicile of such member governing the distribution of personal property in case of intestacy; and if said falsity of statement of relationship is not discovered and actually communicated to and received by the Supreme Lodge until after the payment by the Association to the beneficiary so named, the Association shall not be under any obligation again to pay said benefit to any other person.

This section being an amendment of original Section 1, of Bylaw VII and having been adopted on this 29th day of January, 1929, shall operate retroactively in the following manner, that is to say: Every benefit certificate which was issued before this 29th day of January, 1929, in which any member of the Association has named as his beneficiary his estate or any person or persons who were not within the class of persons designated in the original Section 1 of Bylaw VII but who fall within the class of persons set forth and described in this amended Section 1 of Bylaw VII shall be valid as to the designation of beneficiary except as to such certificate heretofore issued to members who died before the adoption of this amended section.

In addition to naming a beneficiary or beneficiaries, the member may also name a contingent beneficiary or contingent beneficiaries, who must bear to the member a relationship as enumerated in the first sentence of Section 1 of this bylaw. Should the prime or original beneficiary predecease the member, or become unable to take, the proceeds of the member's death benefit certificate will be payable to the contingent beneficiary. The term "beneficiary," when used in these bylaws, shall be deemed to include the words "contingent beneficiary" or "contingent beneficiaries," wherever applicable.

Sec. 2. Any member in benefit of not less than \$300, dying without having named a beneficiary, and having no family known to his local lodge, may be buried by his local lodge and the Association shall pay to said local lodge the costs of the burial of such member on presentation of duly receipted bills up to an amount not exceeding \$300, which payment shall to its extent, be a full discharge of the obligations of the Association under its certificate and contract with the member; and the balance, if any, of the amount of benefit due under the certificate of such member shall be held by the Association for payment to any relative, dependent or other person who may appear and satisfactorily prove his right to receive the balance.

Sec. 3. The designation of a beneficiary (or a contingent beneficiary), whether an original designation or a new designation, shall become effective, provided the same shall be a valid designation under Section 1 of this Bylaw and provided that the designation is made on a form furnished, and in the manner prescribed by, the Supreme Lodge, from midnight on the day that such designation is received at the home office of the Association in Washington, D. C., or, if forwarded by mail, and the postmark clearly indicates a place and date of mailing, the designation shall become effective, if subsequently found to be valid, from midnight from the day when the designation was mailed, and provided further that any new designation must be accompanied by the member's death benefit certificate or a waiver properly executed on a form furnished by the Supreme Lodge in lieu of such certificate.

#### BYLAW VIII

Sec. 1. When a member in benefit dies, the beneficiary or other person claiming the benefit shall, within 30 days after the death, present to the lodge of which the deceased was a member, a proof of death, on a form prescribed by the Supreme Lodge, including the certificate of a physician of good standing in or near the place where the death occurred, which shall be forwarded immediately to the Secretary of the Association. Any claim for which the required proof has not been received by the Secretary within 90 days after the date of death, shall be invalid *except* that for good cause the Supreme Lodge may waive the delay and extend the time.

Sec. 2. Upon proof of claim satisfactory to the Secretary, and surrender to him of the benefit certificate, he shall certify it for payment and it shall be immediately paid; but if the claim appears to the Secretary to be doubtful he shall submit the same to the Supreme Lodge whose decision shall be final.

Sec. 3. No lapse of time, absence or disappearance on the part of any member of the Association, without proof of the actual death of such member or without a judicial declaration of his death based on the applicable law of the State in which he was a resident at the time of his absence or disappearance, shall entitle his beneficiary or other person to recover said benefit; provided, that in any event, such member must have been in good standing at the time of his death, absence or disappearance.

#### BYLAW VIII, SEC. 1 CLAIMS

All claims should be presented in accord with Bylaw VIII, Section 1, above.

#### CHANGE OF BENEFICIARY

If change of beneficiary, or beneficiaries is desired, write for blanks to Secretary, Electrical Workers' Benefit Association, 1200 Fifteenth St., N. W., Washington 5, D. C.



# ELECTRICAL WORKERS'

## BENEFIT CERTIFICATE

# BENEFIT ASSOCIATION

No. 129361

Amount \$1,000.00

A Fraternal Benefit Society incorporated and doing business under the laws enacted by the Congress of the United States for the government of the District of Columbia.

**This Certificate,** issued by the **ELECTRICAL WORKERS' BENEFIT ASSOCIATION,**

WITNESSETH:

That ..... LeRoy Roberts Jewett....., a member of

Local Lodge No. ...I. O. O. F. of .....Washington, D. C......

is, while in continuous good standing as a member of this Association, entitled to participate in its Benefit Fund to the extent that his beneficiary shall be entitled to receive \$1,000.00 should his death occur after six months or more of continuous membership in good standing.

The sum due shall be payable without interest upon receipt of satisfactory proof of the cause, time and place of death to .....Marge Jewett....., Beneficiary, bearing the relationship of .....Wife..... SEE CHANGE OVER.....

In case of his death during the first six months of his membership, the dues which he has paid to this Association shall be returned to his said beneficiary.

The payments of money or benefits to the beneficiary or beneficiaries hereunder, cannot be assigned, and shall not be liable to attachment, garnishment, or other process, and shall not be seized, taken, appropriated or applied by any legal or equitable process, or by operation of law, to pay any debt or liability of the certificate holder or of any beneficiary who may have a right thereunder.