

**AMALGAMATED LIFE INSURANCE COMPANY**  
**333 Westchester Avenue White Plains, New York 10604**

**GROUP TERM LIFE INSURANCE POLICY NUMBER 260D09**

**Group Policyholder's Name** Amalgamated Transit Union Local 726 Benefit Fund  
**Group Policyholder's Address** 3948 Amboy Road, Staten Island, NY 10308  
**Effective Date of Group Policy** 04/01/2018  
**Anniversary Dates** April 1, of each year beginning 2019  
**Premium Due Date** Monthly, on the first day of each policy month

**CONSIDERATION AND INSURING CLAUSE**

In consideration of the representations in the Policy application (copy attached and made part hereof); and in the individual Enrollment Form and upon payment of the applicable premium for each Insured as provided and subject to all the exceptions, limitations, reductions and other terms of the Policy; the Company (Amalgamated Life Insurance Company) hereby agrees with the Policyholder:

**TO PROVIDE** Life Insurance and related benefits to "Eligible Persons" who are enrolled according to the terms of this Policy. Benefits shall be provided as described in the Schedule of Benefits and in other parts of the body of this Policy.

Individual contributions are not required.

The Policy is issued for delivery in New York.



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**Paul Mallen**  
**President**

**Annual Renewable Group Term Life Insurance**

**Non-Participating**

**BENEFIT SCHEDULE**

As shown in the Schedule of Insurance included in the Certificate of Insurance

**BASIC LIFE INSURANCE**

You do not contribute towards the plan's cost.

**CLASS 1**

Active Members

\$75,000

Age Reduction

Coverage reduces 35% of the original amount at age 65, & 50% of the original amount at age 70. Coverage terminates at retirement.

**SUPPLEMENTAL BASIC LIFE INSURANCE**

You must contribute towards the plan's cost.

**CLASS 1**

Active Members

Increments of \$25,000 to a maximum of \$250,000

Age Reduction

Coverage reduces 35% of the original amount at age 65, & 50% of the original amount at age 70. Coverage terminates at retirement.

**CLASS 2**

Dependent Spouses/Domestic Partner of Class 1

Increments of \$5,000 to a maximum of \$125,000

Age Reduction

Coverage reduces 35% of the original amount at age 65, & 50% of the original amount at age 70. Coverage terminates at member's retirement.

**Class 3**

Dependent Children of Class 1

\$5,000 or \$10,000

Age Reduction

Live birth up to 23 years of age. Coverage terminates at member's retirement.

**Active member must buy supplemental life coverage to buy dependent life coverage.**

**Retiree coverage is not provided by this Policy.**

**Waiver of Premium and the Living Benefit Rider are provided by this policy for the member only and for the Basic Life ONLY not provided for the Supplemental Basic Life.**

### **Evidence of Insurability Requirement (EOI)**

You can become insured for an amount of Life Insurance in excess \$100,000, (for member), and in excess of \$25,000, (for spouse), only if you submit evidence of good health to Amalgamated Life Insurance Company and such evidence is approved by Us.

If, while insured:

- you first become eligible for an amount of Life Insurance in excess of \$100,000 (member), \$25,000 (spouse); or you elect to increase your Life Insurance by more than one level increment of \$25,000 or in excess of \$100,000 (member), one level increment of \$5,000 or in excess of \$25,000 (spouse), you can become insured for the new amount only if you submit evidence of good health to Amalgamated Life Insurance Company and such evidence is approved by Us. This applies even if Amalgamated Life Insurance Company has approved evidence of your good health in the past.

**POLICY SCHEDULE (Continued from previous page)**

**PREMIUM SCHEDULE**

**Premium Payable Monthly**

**Premium Rate Guarantee**

Initial Monthly Premium rates are guaranteed for 36 months. After the initial guarantee period, the monthly rates may change. Renewal rates are set based on Our underwriting criteria and the experience of the group.

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Form No. ALTLC--09 (NY)  
(Incorporated Into this Policy Form # ALTLP--09 (NY))  
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## POLICYHOLDER

A Policyholder means a labor union/ a health and welfare trust fund/a Trade Association/ a Multiple Employer Trust or an Employer to which the Group Policy is issued.

An employer/labor union may be included as a Participant Employer/organization if the Policyholder and the Company so agree. The Company will keep a list of accepted Participant Employers/organizations and the effective dates of coverage for each.

The Policyholder may act for or on behalf of all Participant Employers/organizations in all matters of the policy. The following will be binding on all Participant Employers:

1. all agreements between the Company and the Policyholder;
2. all notices from the Company to the Policyholder; and
3. all notices from the Policyholder to the Company.

An employee of a Participant Employer/organization will be deemed to be an employee of the Policyholder for insurance purposes.

Coverage for a Participant Employer/organization will terminate on the first to occur of:

1. the date his premium is due, but not paid; or
2. the date on which the Policyholder wants the employer to be removed from the policy for Participant Employer action or inaction that affects the Policyholder's ability to administer the plan. Such date must be stated in written notice to the Company and it must be after the date of the notice.

In addition, the Policyholder may terminate the coverage for a Participant Employer/organization on any policy anniversary after the policy has been in force for 12 months.

## INCORPORATION OF CERTIFICATE PROVISION

### Incorporation of the Certificate of Insurance

The Certificate of Insurance along with any Endorsement and/or Rider Forms attached to it is hereby incorporated in and made part of this policy.

The terms found in the Certificate of Insurance will control:

1. the benefit plan provisions;
2. the eligibility and effective date of insurance rules;
3. the termination of insurance rules;
4. exclusions; and
5. other general policy provisions pertaining to state insurance law requirements.

The following table lists the current Certificate, and any Endorsements and/or Riders attached to the Certificate, all of which are made part of this Group Policy.

Form	Form Number	Effective Date
Certificate of Insurance	ALTLC-09 (NY)	04/01/2018
Living Benefit Rider	ALTLLBRC-09 (NY)	04/01/2018
Reduction of Death Benefit Endorsement	ALTLRDBEC-09 (NY)	04/01/2018
Waiver of Premium Rider	ALTLWPRC-09 (NY)	04/01/2018

**ENDORSEMENT AND RIDER FORMS MADE PART OF THIS GROUP POLICY**

The following table lists the Endorsements and/or Rider Forms attached to this Group Policy and made part of this Group Policy.

Form	Form Number	Effective Date
Group Insurance Application	ALLIDIA-NY-09	04/01/2018
Certificate of Insurance	ALTLC-09 (NY)	04/01/2018
Living Benefit Rider	ALTLBRC-09 (NY)	04/01/2018
Reduction of Death Benefit Endorsement	ALTLRDBEC-09 (NY)	04/01/2018
Waiver of Premium Rider	ALTLWPRC-09 (NY)	04/01/2018

## POLICY SCHEDULE

### Policy Schedule

The Benefit Schedule in the Policy Schedule is as shown in the Schedule of Insurance of the Certificate of Insurance provided to the certificate holder. A generalized benefit schedule is included in the Policy Schedule on page 2-A of this policy.

The Schedule of Insurance will control the:

1. benefit amounts and maximum limits;
2. eligibility and effective date rules; and
3. other schedule amounts and limits, that apply to the insured members of the Policyholder.

## PREMIUMS

### Initial Premium Rates

We have set the initial monthly premium rates that apply to the insurance provided by this policy. Those rates are shown in a notice given to the Policyholder with or prior to delivery of this policy. The initial premium rates are included in the Policy Schedule on page 2-A of this policy.

### Change in Premium Rates

Initial Monthly Premium rates are guaranteed for 36 months. Each renewal premium is based on the premium rate(s) in effect on the date such premium becomes due. Renewal premiums depend upon the attained ages of the members of the group and increase with advancing ages.

Subject to the Rate Guarantee period shown above, the Company has the right to change premium rates on any premium due date if:

1. written notice is delivered to the Policyholder's last address on record; and
2. the change is effective at least 45 days after the date of notice.

The rate guarantee described above (the "Rate Guarantee") supersedes only those provisions appearing elsewhere in this policy that give the Company the right to change the premium rates, and then, only for the period of time stated in the Rate Guarantee. However, the Company may change the premium rates during the Rate Guarantee period:

1. if there is a change in the policy; or
2. if there is a 10% increase or decrease in the number of insured employees; or
3. if the Policyholder adds or deletes a subsidiary and/or an affiliated business entity.

The Company may also change the premium rates during the guarantee period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in this policy.

The Company may, upon 30 days advance notice to the Policyholder, set new premium rates to become effective on or at any time after the first policy anniversary.

## **Calculations and Adjustments**

Premiums may be calculated by multiplying the rate times the applicable amount of insurance coverage.

If any insurance is added, increased or becomes effective after the policy is in force, the premium charges will begin:

1. the day the coverage is effective, if it is also the first day of a policy month; or if not
2. the first day of the next policy month.

For insurance that is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method that both the Company and the Policyholder agree to.

## **Premium Payments**

Premium payments are due and payable in full to a place designated by the Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of the Company.

Payment of premiums for a period before it is due will not guarantee the insurance for that period.

## **POLICY PROVISIONS**

### **Entire Contract**

The contract between the Company and the Policyholder consists of:

1. the Policy; and
2. the Certificate of Insurance incorporated into the Policy; and
3. the Application of the Policyholder, a copy of which is attached to and made a part of the policy when issued.

All statements made by the Policyholder, Participant Employers, and persons insured under the policy are true and complete to the best of the knowledge and belief of the person(s) making them. No statement will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his beneficiary. All statements made by You and contained in the Group Insurance Application will be deemed representations and not warranties. No statement made by any person insured under the policy relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime.

The rights of any policyholder, insured or beneficiary shall not be affected by any provision not contained in:

1. the policy, riders, endorsements or amendments signed by the policyholder and the insurer;
2. the policyholder's application attached to the policy, or
3. any individual statement submitted with the application.

### **Right to Examine Policy**

The Policy may be returned within 31 days after receipt if the Policyholder is not satisfied for any reason. Any premium paid will then be refunded.

### **Incontestability**

Except for non-payment of premium, the insurance provided by the policy cannot be contested after a period of 2 years from the date of issue of such insurance.

If the policy death benefit is increased after the issue date and is subject to evidence of insurability, the policy shall be contestable for 2 years from the date of increase. The new contestability period will be applicable only to applied for increases and will be applicable only to the amount of the applied for increase.

### **Change in The Policy**

The Company may not make any change unless approved in writing by the President, a Vice President or an Assistant Vice President of the Company. No other person may change or waive any part of the policy. Any approved change shall be added to the policy in writing. However, any change must be agreed upon by the Group Policyholder before any amendment is incorporated into the Group Policy. The policyholder's written agreement will be obtained prior to any change in the policy that affects the rights of any policyholder, insured or beneficiary.

The policy may be changed, as indicated above, at any time. The consent of any insured individual is not required.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects the Company's liability under the policy, the Company may change the policy, the premiums or both. Such change:

1. will be effective as of the date of the change to the state or federal law;
2. will not be made until the Company gives the Policyholder 31 days written notice.

### **Right to Amend**

Notwithstanding the above, after the policy has been in force for 12 months, the Company may change any or all of the provisions of this contract by notifying the Policyholder. The Company must give the Policyholder at least 31 days advance written notice of any change.

The policyholder's written agreement will be obtained prior to any change in the policy that affects the rights of any policyholder, insured or beneficiary.

### **Grace Period**

A grace period of 31 days will be granted for the payment of each premium after the first. If premium is not paid in the grace period the policy will cease at the end of that period. The policy, on any class of insured individuals, will end before that date if you give us written notice in advance. When the policy ceases you will be liable to us for all unpaid premiums, including a pro-rata premium for any time this policy or a class of insured individuals was in force during the grace period.

## **Termination of Policy**

Except as set forth in the Grace Period provision, this policy will cease on default of payment of premium.

The Company may also terminate the policy, or any class of insured individuals, for the following reasons by giving the Policyholder 60 days' written notice:

1. The Policyholder fails to furnish any information that the Company may reasonably require;
2. The Policyholder fails to perform any of his other obligations pertaining to this policy;

With respect to any insured dependents:

1. if they are married, or
2. they have reached the age limit.

In addition, the Company may terminate this policy on any policy anniversary after the policy has been in force for 12 months.

## **Certificate**

The Company will give the Policyholder or Participant Employer an individual Certificate of Insurance for delivery to each insured individual. The certificate is part of the policy, and will explain the important features of the policy.

## **Data To Be Furnished**

Insurance records will be kept to show, as to each person insured, all the data we need to administer this policy. Such records will be set up and kept by us or, if you and we so agree, by you. You will furnish us at our request, the data we need to administer the coverages and determine the premiums under this policy. If we keep the records referred to above, such data will include all the information that is required to keep those records. The data is to be furnished: 1) on our forms; or 2) on forms approved by us

Clerical errors or delays in changing our records will not deprive or give a person insurance under this policy. If a person's insurance ends but the fact is not recorded, that insurance will not continue beyond the date it would have ended in accordance with "Individual Terminations".

We will have access at reasonable times to inspect all of your records that pertain to this policy.

The Policyholder will give the Company all information the Company needs regarding matters pertaining to the insurance. At any reasonable time while the policy is in force and for 1 year after that, the Company may inspect any of the following:

1. Policyholder's documents;
2. its books; or
3. its records

that may affect the insurance or premiums of this policy.

If the Policyholder gives the Company any incorrect information, the relevant facts will be determined to establish:

1. if insurance is in effect, and
2. if it is, then for what amount.

The Company will not deprive anyone of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits. Adjustments to premiums or benefits based on factors other than age or sex are limited to the first two years that coverage is in force.

### **Trustee Policyholder**

If you are a Trustee(s):

1. we are entitled to rely on the signature of one Trustee as authorized by all Trustees, provided to us in writing, in all matters concerning the policy, and
2. this policy is not subject to the terms of any trust agreement.

### **Time Period**

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

### **Jurisdiction**

The laws of the state of New York govern this Policy.

Endorsements, if any  
(To be made by Company only)

**ANNUAL RENEWABLE GROUP TERM LIFE INSURANCE**

**NON-PARTICIPATING**

ALTLP-09 (NY)

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Amalgamated Transit Union Local 726 Benefit Fund  
#260D09 Eff. Dt. 04/01/2018

**AMALGAMATED LIFE INSURANCE COMPANY**  
**333 Westchester Avenue White Plains, New York 10604**

**LIVING BENEFIT RIDER**

Amalgamated Life Insurance Company ("we", "us" "our") has issued this Rider as part of the Certificate to which it is attached. The effective date of this Rider is the Effective Date shown in the Certificate Schedule. Except as shown in this Rider, the provisions of the policy and your Certificate will prevail. **PLEASE READ THIS RIDER CAREFULLY**

**BENEFIT**

In consideration of the premium paid for this rider, the Insured may accelerate up to 50% of the Certificate Death Benefit scheduled to be in effect one year from the date this benefit is requested. The Insured named in the Certificate must be diagnosed with a terminal condition, a critical illness as defined below. We will pay the benefit if all requirements of this Rider are met.

**The Accelerated Benefit, less any administrative charge, will be paid in a lump sum. Any remaining death benefit under the Certificate will be reduced by the amount of the Accelerated Benefit. The amount of any accidental death benefit will not be affected by the payment of the accelerated benefit. Premium must continue to be paid for the Insured under the group policy after payment of an Accelerated Benefit in order to keep the remaining Certificate Death Benefit in force.**

**Receipt of Accelerated Benefits may affect eligibility for public assistance programs and may be taxable. Please consult a personal tax advisor to determine the tax status of any benefits paid under this rider.**

**DEFINITIONS**

**Accelerated Death Benefit:** The amount payable by us to the Insured under this Rider.

**Certificate Death Benefit:** The amount shown on the Certificate of Insurance reduced by the amount of any Accelerated Death Benefit paid.

**Insured:** The Individual named as the Insured in the Certificate. The Insured is also the Certificate Holder.

**Insured Spouse:** The Insured's spouse covered under the certificate of insurance.

**Dependent Child:** The Insured's dependent child covered under the certificate of insurance.

**Eligibility:** The Individual named as the Insured in the Certificate who is less than 65 years old and is actively at work.

**Administrative Charge:** The amount of Accelerated Benefit is reduced as a result of the administrative cost to us to process the claim. The administrative charge shall be \$75.

**Physician:** A Physician is a licensed medical doctor (M.D.) or doctor of osteopathy (D.O.) A Physician does not include the Insured, any person who lives with the Insured or a spouse, child, parent, brother, sister, grandparent, grandchild, or spouse of such relative of the Insured or Insured's spouse.

## TERMINAL CONDITION

A condition caused by sickness or accident which, in the judgment of a Physician and subject to the approval of the Company, will directly result in a life expectancy of twelve months or less.

We may require examination of an insured. It will be at our expense by a licensed Physician chosen by us. If there is a discrepancy between two medical opinions, the opinion of our Physician will govern.

## COVERED CRITICAL ILLNESS

A critical illness is a medical condition requiring extraordinary medical care or treatment regardless of life expectancy. A covered critical illness is cancer, heart attack, stroke, end stage renal disease, major organ transplant, or paralysis as defined in this Rider.

### Cancer

Cancer means an invasive malignancy which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Cancer also means in situ breast cancer.

Cancers not covered by this definition include:

1. Stage A prostate cancer.
2. Pre-malignant lesions, benign tumors or polyps.
3. Carcinoma in situ, except for in situ breast cancer.
4. Any skin cancer, except invasive malignant melanoma into the dermis or deeper.

Cancer shall mean the diagnosis of a malignancy, which is characterized by the uncontrolled growth of cancer cells with invasion of tissue.

Cancers not covered by this definition include:

1. Early prostate cancer, diagnosed as T1A NO MO and T1B NO MO or equivalent staging.
2. Non-invasive cancer in situ.
3. Pre-malignant lesions, benign tumors or polyps.
4. Any tumor in the presence of any Human Immunodeficiency Virus (HIV).
5. Any skin cancer other than invasive malignant melanoma greater than 0.75mm.

There shall be no coverage if within 90 days following the later of the issue date and the date of the last reinstatement of the policy, if

1. a diagnosis of cancer is made; or
2. any symptoms or medical problems commenced and initiated investigations leading to the diagnosis of any cancer.

### Heart Attack

Heart Attack means the death of a portion of heart muscle resulting from a blockage of one or more coronary arteries. The diagnosis is based on an event that consists of all of the following:

1. chest pain;
2. new electrocardiographic (EKG) changes consisting of new Q waves and localized T wave inversions;  
and
3. elevation of cardiac (heart) enzymes.

Heart Attack means the death of a portion of the heart muscle, resulting from the blockage of one or more coronary arteries due to atherosclerotic heart disease.

The diagnosis must be based on all of the following criteria occurring at the same time:

1. new episode of typical chest pain or equivalent symptoms;
2. new electrocardiographic (ECG) changes indicative of an acute myocardial infarction; and
3. biochemical evidence of myocardial necrosis (heart muscle death) including elevated cardiac enzymes and/or troponin.

Lesser acute coronary syndromes including unstable angina and acute coronary insufficiency are specifically excluded.

### **Stroke**

Stroke means a cerebrovascular accident caused by infarction of brain tissue, hemorrhage or embolism, resulting in measurable neurological deficit persisting for at least 30 days following the occurrence of the stroke. Stroke does not include Transient Ischemic Attack (TIA).

Stroke means a cerebrovascular accident diagnosed, unequivocally by a Neurologist licensed and practicing in the United States, as the death of brain tissue caused by thrombosis, hemorrhage or embolism. The diagnosis must be based on ALL of the following:

1. Sudden onset of new neurological symptoms.
2. New objective neurological deficits on clinical examination persisting continuously for at least sixty (60) days following the diagnosis of the stroke.
3. New findings on CT scan or MRI, if done, consistent with the clinical diagnosis.

Stroke does not include Transient Ischemic Attack (TIA).

### **End Stage Renal Disease**

End Stage Renal Disease means a permanent failure of both kidneys from any cause that necessitates treatment by dialysis or kidney transplantation.

End Stage Renal Disease means kidney failure diagnosed with irreversible failure of both kidneys which necessitates treatment by regular dialysis or kidney transplantation.

### **Major Organ Transplantation**

Major Organ Transplantation means the receipt by transplant of any of the following human organs or tissues:

1. Heart.
2. Liver.
3. Lung.
4. Kidney.
5. Bone Marrow.

Major Organ Transplantation means the undergoing of surgery, as a recipient by transplant of any of the following organs or tissues: heart, liver, lung, kidney or bone marrow.

### **Paralysis**

Paralysis means a total irreversible loss of muscle function or sensation to the whole of any two limbs as a result of injury or disease. The paralysis must be permanent and supported by appropriate neurological evidence.

## **GENERAL**

**Incontestability.** This Rider will not be contested after it has been in force during the lifetime of the Insured for two years from its effective date.

## TERMINATION OF COVERAGE

Coverage under this Rider will end on the earliest of the following events to occur:

1. Upon written request to cancel it by the group policyholder;
2. Upon termination of the group policy;
3. Upon termination of the group certificate;
4. When the Insured is no longer a member of an eligible class of insureds under the policy;
5. The date of the Insured's death;
6. Upon payment of the Accelerated Death Benefit;
7. The date the Insured turns age 65.

## EXCEPTIONS AND LIMITATIONS

The benefit provided by this Rider is not meant to cause the Insured to involuntarily invade life insurance proceeds ultimately payable to the named beneficiary. The accelerated benefit will be made available on a voluntary basis only.

If the amount of term insurance in force on the Insured is scheduled to reduce because of an age related reduction, within one (1) year after the date this benefit is applied for, the maximum Accelerated Benefit will be limited to the scheduled reduced amount shown on the Certificate Schedule.

No accelerated benefit will be paid if:

1. The Insured made an absolute assignment or an irrevocable beneficiary designation of his/her group term life insurance, unless the absolute assignee or irrevocable beneficiary provides us with written consent to the acceleration;
2. The Insured's condition, illness or confinement resulted directly or indirectly from suicide or any self-inflicted injury.
3. The required group life premium is due and unpaid.

## TAX CONSIDERATIONS

This rider is intended to provide an Accelerated Death Benefit that qualifies as such under the Internal Revenue Code (IRC). Tax liability for any Accelerated Death Benefit payable under this rider may depend upon a number of factors including how the Internal Revenue Service interprets applicable provisions of the IRC. The Insured should consult a tax advisor to consider any tax consequences that may arise when benefits are paid under this rider.

## OTHER FINANCIAL CONSIDERATIONS

Eligibility for public funds such as Medicare, Medicaid, Social Security, Supplemental Security Income (SSI), or other government assistance programs may be affected if the Insured receives benefits under this Rider.



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Paul Mallen  
President

**AMALGAMATED LIFE INSURANCE COMPANY**  
**333 Westchester Avenue White Plains, NY 10604**

Amalgamated Life Insurance Company (“we”, “us” “our”) has issued this Rider as part of the Certificate to which it is attached. The effective date of this Rider is the Effective Date shown in the Certificate Schedule. Except as shown in this Rider, the provisions of your Certificate will prevail.

**PLEASE READ THIS RIDER CAREFULLY.**

**WAIVER OF PREMIUM BENEFIT RIDER**

Subject to the terms of this Rider, we will waive premiums for the employee’s life insurance coverage when we receive proof that the Insured becomes totally disabled by injury or disease, before reaching age 60 and while this Rider is in force. We will continue to waive premiums becoming due for up to one year from the start of the disability, while the Insured remains so disabled. After that, proof of continued disability of the Insured must be given to us 3 months before each anniversary of the start of the disability. We will not deny or reduce any claim based on failure to provide timely notice if it can be shown that: (1) it was not reasonably possible to give notice within the required time; and (2) notice of claim is given as soon as reasonably possible. In no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Due proof of the Insured’s total disability must be given to us within 12 months of the date disability began. We will not deny or reduce any claim based on failure to provide timely notice if it can be shown that: (1) it was not reasonably possible to give notice within the required time; and (2) notice of claim is given as soon as reasonably possible. In no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

“Totally disabled” means the Insured is unable to perform any occupation for which he or she is qualified by education, training, or experience and has not received pay for any work for 9 continuous months.

“Total disability” means the complete inability, due to injury or illness, to engage in any business, occupation or employment, for which he or she is qualified or becomes qualified by reason of education, training or experience for pay, profit or compensation. Additionally, to be eligible for the Waiver of Premium benefit, the Insured must be totally disabled for 9 continuous months.

If the Insured has converted his or her group life insurance coverage while disabled, he or she must return the individual policy to us with first proof of total disability. Any premiums paid under that policy will be refunded.

While the Insured is so disabled, he or she will be covered for the amount of life insurance for which he or she was insured just before ceasing active work due to total disability. This amount is subject to reduction, if any, as shown in the Certificate.

We have the right to have the Insured examined by our medical representative when necessary, but not more than once a year after total disability has continued for two full years.

Proof that total disability lasted until the Insured’s death must be given to us within one year after the date of death. Upon our receipt of that proof, we will pay the Insured’s beneficiary the amount of Life Insurance for which he or she was last insured. We will not deny or reduce any claim based on failure to provide timely notice if it can be shown that: (1) it was not reasonably possible to give notice within the required time; and (2) notice of claim is given as soon as reasonably possible. In no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

The individual's protection under the rider will end 31 days after he or she: (a) ceases to be totally disabled; or (b) fails to give required proof of continued disability; or (c) fails to submit to a health examination; or (d) he/she reaches the earlier of age 65 or the age at which he/she completed five (5) years of being on total disability or the age at which his/her normal retirement begins under his/her employer's retirement plan.

If the waiver of premium coverage is in effect on the date the group policy terminates, the coverage due to disability will continue.

When this protection ends, he or she will have the same rights as those described under the Conversion provision of this Policy, unless he or she becomes insured again under this policy by again paying premium.

If the Insured dies after his or her insurance has been converted, any amount paid under the individual policy will be deducted from the amount of group life insurance coverage due under this policy. Any premiums paid under the individual policy will be paid to the beneficiary of that policy on return of that policy to us.



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Paul Mallen  
President

**AMALGAMATED LIFE INSURANCE COMPANY**  
**333 Westchester Avenue White Plains, NY 10604**

**REDUCTION OF DEATH BENEFIT ENDORSEMENT**

Amalgamated Life Insurance Company (“we”, “us”, “our”) has issued this Endorsement as part of the Certificate to which it is attached. The effective date of this Endorsement is the Effective Date shown in the Certificate Schedule. Except as shown in this Rider, the provisions of your Certificate will prevail.

**PLEASE READ THIS RIDER CAREFULLY**

The Benefit Amount in effect on each Insured Member and /or Insured spouse will automatically reduce after the Group Policy Anniversary immediately following such Insured’s 65<sup>th</sup> birthday. The amount will be the applicable percentage of Benefit Amount as shown below:

Member's/ Spouse's Birth Day	Percentage of Benefit Amount			
	Basic Life & Supplemental Life		AD&D	
	Member	Member's Spouse	Member	Member's Spouse
65 <sup>th</sup>	Benefit reduces 35% of the original amount	Benefit reduces 35% of the original amount	N/A	N/A
66 <sup>th</sup>	35%	35%	N/A	N/A
67 <sup>th</sup>	35%	35%	N/A	N/A
68 <sup>th</sup>	35%	35%	N/A	N/A
69 <sup>th</sup>	35%	35%	N/A	N/A
70 <sup>th</sup> & Later	Benefit reduces 50% of the original amount. Coverage terminates at retirement	Benefit reduces 50% of the original amount. Coverage terminates at member's retirement.	N/A	N/A

The member's coverage automatically terminates when his/her membership with the Group Policyholder ends. The spouse's and/or dependent child's coverage terminates on the earlier of: (1) the date the Member's coverage terminates; (2) upon attainment of the maximum age limit; or (3) when he/she no longer meets the definition of an eligible spouse or child.



Paul Mallen  
President

**AMALGAMATED LIFE INSURANCE COMPANY**  
**[333 Westchester Avenue White Plains, New York 10604]**

**GROUP INSURANCE APPLICATION**

Application is hereby made to Amalgamated Life Insurance Company ("Amalgamated") on the basis of the data contained in this application, the group risk factors, the enrollment data, and available experience data. The application in its entirety, and any required additional data, is subject to Home Office approval before insurance can become effective.

If this application is approved by Amalgamated's Home Office, it will be attached to and made part of the Group Policy(ies). Insurance will become effective on the requested effective date shown below, unless Amalgamated sends written notice of a different effective date.

If this application is not approved by Amalgamated's Home Office, no insurance is in effect at any time and any deposit premium Amalgamated has received will be returned.

**NOTE: For Disability policies only.** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the [first month] and will be applied toward the first premium on the proposed Group Policy(ies): \$ 201.03 <sup>33</sup> ~~20~~

If any insurance requires employee contributions, any underwriting requirements for enrollment must be met before insurance can become effective. Requested effective date: April 1, 2018

Coverages being applied for:

- Life     AD&D     Short Term Disability     Long Term Disability  
 Other: \_\_\_\_\_

W-2 Services Option (for Short Term Disability and Long Term Disability coverage only):

- Option 1: Withhold state and federal income taxes, and the employee's portion of FICA. Prepare and file W-2 Forms.  
 Option 2: Withhold federal income taxes, and the employee's portion of FICA. Applicant waives W-2 Forms services.

A detailed description of the W-2 services elected by the applicant pursuant to this application will be sent to the applicant via mail. Such services will be performed in accordance with the above election and established standard procedures.

Are there any companies that are subsidiaries or affiliates of the applicant that are also to be insured? If yes, please furnish a list, giving the name, address, effective date of coverage and number of employees for each such company.  Yes  No

Is the benefit plan, for which insurance is being requested, subject to the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended?  Yes  No

If yes, identify the Plan Number \_\_\_\_\_

Sales Representative for Amalgamated \_\_\_\_\_

Regional Office new york

Name of Agent/Broker Thomas Jotto

For Applicant: Amalgamated Transit Union Local 726 Benefit Fund  
Legal Name of Entity

[Signature]  
Signature

3/23/18  
Date

DANIEL CASSELLA PRESIDENT  
Name and Title of Authorized Signature

135576739  
Employer Tax Id No.

ALLIDIA-NY-09

**AMALGAMATED LIFE INSURANCE COMPANY**  
**333 Westchester Avenue White Plains, New York 10604**

**CERTIFICATE OF INSURANCE**

**Effective Date of Certificate** 04/01/2018  
**Group Policyholder's Name** Amalgamated Transit Union Local 726 Benefit Fund  
**Group Policy Number** 260D09  
**Group Policyholder's Address** 3948 Amboy Road, Staten Island, NY 10308  
**Effective Date of Group Policy** 06/01/2018

This is to certify that You are insured for the benefits as shown in the Schedule of Insurance and described in this Certificate.

Insurance takes effect only if You are eligible for it.

It is not the group insurance contract. The group insurance contract is held by the Group Policyholder. You may ask to inspect it at the Policyholder's office during usual business hours.

**The policy permits the group policyholder to change, reduce, restrict or terminate Your rights or benefits under the policy without Your consent and such change, reduction, restriction or termination may occur at a time when Your health status has changed and may affect your ability to procure individual coverage.**

Amalgamated Life Insurance Company certifies that it has issued Group Policy Number 260D09 and that the person named in this Certificate, and whose premium is paid, is insured for the benefits described, subject to the terms and conditions of the Group Policy. This Certificate provides valuable information about your benefit plan under the Group Policy.

**Read Your Certificate Carefully**



---

Paul Mallen  
President

**Annual Renewable Group Term Life Insurance**

**Non-Participating**

## **SCHEDULE OF INSURANCE**

This plan of Group Term Life Insurance provides You and/or Your spouse and dependents benefits upon Your death and/or the death of Your spouse and dependents and/or upon the occurrence of other contingencies as described in this Certificate.

### **BENEFITS** **BASIC LIFE INSURANCE**

You do not contribute towards the plan's cost.

**CLASS 1**

Active Members

\$75,000

Age Reduction

Coverage reduces 35% of the original amount at age 65, & 50% of the original amount at age 70. Coverage terminates at retirement.

### **SUPPLEMENTAL BASIC LIFE INSURANCE**

You must contribute towards the plan's cost.

**CLASS 1**

Active Members

Increments of \$25,000 to a maximum of \$250,000

Age Reduction

Coverage reduces 35% of the original amount at age 65, & 50% of the original amount at age 70. Coverage terminates at retirement.

**CLASS 2**

Dependent Spouse/Domestic Partner of Class 1

Increments of \$5,000 to a maximum of \$125,000

Age Reduction

Coverage reduces 35% of the original amount at age 65, & 50% of the original amount at age 70. Coverage terminates at member's retirement.

**Class 3**

Dependent Children of Class 1

\$5,000 or \$10,000

Age Reduction

Live birth up to 23 years of age. Coverage terminates at member's retirement.

**Active member must buy supplemental life coverage to buy dependent life coverage.**

**Retiree coverage is not provided by this Policy.**

**Waiver of Premium and the Living Benefit Rider are provided by this policy for the member only and for the Basic Life ONLY not the Supplemental Basic Life.**

### **Evidence of Insurability Requirement (EOI)**

You can become insured for an amount of Life Insurance in excess \$100,000, (for member), and in excess of \$25,000, (for spouse), only if you submit evidence of good health to Amalgamated Life Insurance Company and such evidence is approved by Us.

If, while insured:

- you first become eligible for an amount of Life Insurance in excess of \$100,000 (member), \$25,000 (spouse); or you elect to increase your Life Insurance by more than one level increment of \$25,000 or in excess of \$100,000 (member), one level increment of \$5,000 or in excess of \$25,000 (spouse), you can become insured for the new amount only if you submit evidence of good health to Amalgamated Life Insurance Company and such evidence is approved by Us. This applies even if Amalgamated Life Insurance Company has approved evidence of your good health in the past.

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## DEFINITIONS

“**We**”, “**Us**”, “**Our**”, “**Company**”, “**Amalgamated**” means Amalgamated Life Insurance Company.

“**You**”, “**Your**” means the Certificate Holder shown on Page 1.

“**Individual**”, “**Insured**”, “**Insured Person**” means the insured employee, spouse or dependent child.

“**Certificate holder**” means the insured employee.

“**Fund**” means Amalgamated Transit Union Local 726 Benefit Fund

“**Collective Bargaining or Participation Agreement**” means an agreement between an Employer and Fund that requires the Employer to make contributions to the Fund.

“**Covered Employment**” means work under a Collective Bargaining or Participation Agreement for which contributions must be made to the Fund.

“**Policy**”, “**Group Policy**” means the Group Policy issued to the Group Policyholder.

“**Policyholder**”, “**Group Policyholder**” means the Group Policyholder.

“**Participation Agreement**” means an agreement between the Trustees of this Fund and a contributing Employer.

“**Contributing Employer or Participating Employer**” means an Employer who has executed a Collective Bargaining Agreement or Participation Agreement with the Fund and or the Trustees of the Fund and has agreed to provide payments of premiums to the Policyholder.

**FOR SALARY-BASED SCHEDULES:** “**Salary**” means regular pay, not counting commissions, bonuses, overtime pay or any other pay or fringe benefits.

“**Eligible Employee**” means a

- A. **NON-UNION EMPLOYEE:** “Eligible Employee” means an Employee who is Actively at Work for an Employer performing work for the Employer, provided that the Employer’s regular employment records indicate that the Employee worked for the required period as set forth in the certificate of insurance and for whom the Employer is withholding income taxes and paying for unemployment benefits for the Employee, unless the Employee has purchased an individual conversion policy in accordance with Part 2 of this Policy (Page 12), in which event the terms and conditions of the conversion policy shall govern.
  
- B. **UNION EMPLOYEE:** “Eligible Employee” means an Employee who is Actively at Work for an Employer performing work for the Employer provided that the Employer’s regular employment records indicate that the Employee worked the required period as set forth in the certificate of insurance and for whom the Employer is withholding income taxes and paying for unemployment insurance benefits for the Employee, unless the Employee has purchased an individual conversion policy in accordance with Part 2 of this Policy (Page 12), in which event the terms and conditions of the conversion policy shall govern.

**“Actively at Work”** means the Individual is performing the regular duties of employment on that day either at the Employer’s place of business or at some location to which the Employee is required to travel for the Employer’s business. Actively at Work includes each day of a regular paid vacation and each regular non-work day on which the Employee is not disabled if the Employee was Actively at Work on the last preceding regular work day, but does not include time off as a result of injury or illness

**“Total Disability”, “Totally Disabled”** means that the Individual, while insured and before age sixty (60) is wholly and continuously disabled for nine continuous months and prevented from engaging in any occupation for compensation and profit for which he or she is reasonably qualified in education, training and experience.

**“Eligible Dependents”** means

1. the lawful spouse of an insured;
2. the unmarried child of the employee if the child is under 19 years of age;
3. the unmarried child of an employee if the child is under 23 years of age and is enrolled as a full-time student.

**“Spouse”** includes Domestic Partners. Any person claiming to be a Domestic Partner may be required to demonstrate the validity and existence of the domestic partnership, such as by providing:

1. registration as a domestic partnership with You, or in the case of retirees living outside New York City, an alternative affidavit of domestic partnership with You;
2. proof of cohabitation (e.g. a driver’s license, tax return or other sufficient proof);
3. evidence of two or more of items such as, but not limited to:
  - a. a joint bank account;
  - b. a joint credit or charge card
  - c. joint ownership of a residence or other real estate;
  - d. jointly paid common expenses;
  - e. joint responsibility for child care, or
  - f. other items of proof sufficient to establish economic interdependency with You under the circumstances of the particular case.

**“Child”** means a child of blood, marriage or named in a court order duly entered, who is financially dependent on the employee for support.

**“Financially Dependent”** means that the employee is furnishing over one-half of the dependent’s total support as determined under the federal income tax laws and regulations.

**“Full-time Student”** means a student who is normally in daytime attendance without compensation at an educational institution not less than 12 hours per week or is otherwise a certified full-time degree candidate at an accredited college or university.

**“Educational Institution”** means an institution that maintains a regular faculty and curriculum and normally has a regular organized body of students in attendance where the educational activities are conducted.

## ELIGIBILITY

### I. APPLICABLE TO INDIVIDUALS

#### A. Subject to B., below

Each Individual, who is eligible for insurance under this plan on the date this policy becomes effective with respect to the class(es) of which he or she is a member, will be eligible on that date for the coverages in the policy's plan of insurance for such class(es).

Each other Individual will be so eligible on the day after the date he or she completes zero months of continuous service in an eligible class.

#### B. If an individual is not actively at work on the day he or she would normally become eligible, he or she will be eligible on the day that person resumes active work.

## ELIGIBLE CLASSES

<u>CLASS</u>	<u>DESCRIPTION</u>
1	All Active members working 30 hours per week. (Basic & Supplemental Life Insurance)
2	Spouse/Domestic Partner of Active member (Supplemental Life Insurance Only)
3	Dependent Children of Active member Live birth to 23 years of age. (Supplemental Life Insurance Only)

If the amount of any insurance under this policy is contingent upon the classification of an individual, and if at any time the individual's classification warrants an amount of insurance greater or less than that for which he is then insured, the amount of his insurance shall be increased or reduced to that warranted by his new classification on the first day of the month following the date of change in the individual's classification, provided, however, that in any instance in which the individual is not actively at work on the date his insurance would otherwise be increased, the effective date of the increase in the individual's insurance shall be deferred until his return to active work.

For the purposes of this policy, a retroactive change in an Individual's rate of earnings shall be deemed to be effective on the day the change was actually determined.

## **EFFECTIVE DATES OF INSURANCE**

### **APPLICABLE TO INDIVIDUALS FOR WHOM CONTRIBUTIONS ARE REQUIRED.**

If an Individual enrolls for his or her insurance on or before the day he or she becomes eligible, such person will be insured on the day he or she becomes eligible.

If an Individual enrolls for his or her insurance within 31 days after the day he or she becomes eligible, such person will be insured on the day he or she enrolls.

If an Individual enrolls more than 31 days after the day he or she becomes eligible, such person will not be insured until he or she satisfies Us of his or her good health. Such person may be asked to have a health examination at his or her own expense.

If an Individual is not actively at work on the day his or her insurance would normally begin, that person will become insured on the day he or she resumes active work.

### **APPLICABLE TO DEPENDENTS**

If a dependent is eligible for coverage under this policy as an Individual, he or she will not be eligible as a dependent. If an Individual and his or her spouse are both insured under this policy as employees, their children may be enrolled as dependents of one of the insured parents. Eligible children include the natural children and legally adopted children of the insured applicant.

If an Individual has dependents who are enrolled more than 31 days after they become eligible, such persons will not be insured until they satisfy Us of their good health. Each dependent may be asked to have a health examination at the Individual's expense.

In any other case, dependents will be insured:

1. on the day they become eligible, if the Individual enrolls for their insurance on or before the day they become eligible.
2. on the day the Individual enrolls them, if he or she enrolls for dependents' insurance within 31 days after the day they become eligible.

Except for a child at birth, if a dependent is confined to a hospital or other institution covered under the policyholder's plan on the day such person's insurance would normally begin, he or she will be insured on discharge.

An Individual's dependents will not be insured before the day his or her insurance begins.

### **APPLICABLE TO INDIVIDUALS FOR WHOM CONTRIBUTIONS ARE NOT REQUIRED.**

Such Individual will be insured on the day he or she becomes eligible.

## INDIVIDUAL TERMINATIONS

Subject to any extension of coverage benefit, the insurance under this policy for an Individual ends when the first of the following events occurs:

1. this policy ceases.
2. the termination of the class(es) under which the Individual is a member.
3. premium payments for the insurance of the Individual cease.
4. the last day of the month in which the Individual's employment in the eligible class under this policy ends. His or her employment will be deemed to end when he or she stops active work, except that, in the event of a temporary lay-off or leave of absence, the insurance will continue but not beyond 31 days after which the lay-off or leave of absence begins.

## GENERAL PROVISIONS

### ENTIRE CONTRACT

The entire contract is made up of the policy, the application for the policy, the certificate of insurance, any enrollment form and eligibility of insurance form completed by You or an insured individual, copies of all of which are attached. Your or an insured's statements will be deemed representations and not warranties. No statement made by You or an insured shall be used in any contest of this insurance unless it is in writing signed by such person and a copy given to such person or his or her beneficiary. No statement made by any person insured under the policy relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime.

The rights of any policyholder, insured or beneficiary shall not be affected by any provision not contained in:

1. the policy, riders, endorsements or amendments signed by the policyholder and the insurer;
2. the policyholder's application attached to the policy, or
3. any individual statement submitted with the application.

We will issue to the Policyholder for delivery to you, a certificate which sets forth a statement of the coverage to which you are entitled. Nothing in the group policy invalidates or impairs any rights granted to the certificate holder in the certificate and the rights and benefits granted to the certificate holder will not be less than those required by New York Insurance Law.

### CHANGE IN THE POLICY

The Company may not make any change unless approved in writing by the President, a Vice President or an Assistant Vice President of the Company. No other person may change or waive any part of the policy. Any approved change shall be added to the policy in writing. However, any change must be agreed upon by the Group Policyholder before any amendment is incorporated into the Group Policy. The Policyholder's written agreement will be obtained prior to any change in the policy that affects the rights of any Policyholder, Insured or beneficiary.

The policy may be changed, as indicated above, at any time. The consent of any insured individual is not required.

If any change to state or federal law, including but not limited to the Federal Social Security Act, affects the Company's liability under the policy, the Company may change the policy, the premiums or both. Such change:

1. will be effective as of the date of the change to the state or federal law;
2. will not be made until the Company gives the Policyholder 31 days written notice.

### RIGHT TO AMEND

Notwithstanding the above, after the policy has been in force for 12 months, the Company may change any or all of the provisions of this contract by notifying the Policyholder. The Company must give the Policyholder at least 31 days advance written notice of any change.

The Policyholder's written agreement will be obtained prior to any change in the policy that affects the rights of any Policyholder, Insured or beneficiary.

## **GRACE PERIOD**

A grace period of 31 days will be granted for the payment of each premium after the first. If premium is not paid in the grace period the certificate will cease at the end of that period. The certificate will end before that date if You give Us written notice in advance. When the certificate ceases You will be liable to Us for all unpaid premiums, including a pro-rata premium.

## **DATA TO BE FURNISHED**

Insurance records will be kept to show, as to each person insured, all the data we need to administer this policy. Such records will be set up and kept by us or, if the Policyholder and we so agree, by the Policyholder. The Policyholder will furnish us at our request, the data we need to administer the coverages and determine the premiums under this policy. If we keep the records referred to above, such data will include all the information that is required to keep those records. The data is to be furnished: 1) on our forms; or 2) on forms approved by us

Clerical errors or delays in changing our records will not deprive or give a person insurance under this policy. If a person's insurance ends but the fact is not recorded, that insurance will not continue beyond the date it would have ended in accordance with "Individual Terminations".

We will have access at reasonable times to inspect all of the Policyholder's records that pertain to this policy.

The Policyholder will give the Company all information the Company needs regarding matters pertaining to the insurance. At any reasonable time while the policy is in force and for 1 year after that, the Company may inspect any of the following:

1. Policyholder's documents;
2. its books; or
3. its records

that may affect the insurance or premiums of this policy.

If the Policyholder gives the Company any incorrect information, the relevant facts will be determined to establish:

1. if insurance is in effect, and
2. if it is, then for what amount.

The Company will not deprive anyone of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits. Adjustments to premiums or benefits based on factors other than age or sex are limited to the first two years that coverage is in force.

## **INCONTESTABILITY**

This certificate will not be contested after it has been in force for two years from its Certificate effective date, except for the failure to pay premiums.

A statement made by an insured as to his or her insurability may be used to contest the validity of the insurance with respect to which the statement was made, if: 1) the statement is in writing and is signed by the insured; and 2) a copy of such statement is or has been furnished to the insured or the insured's beneficiary. Such statement may not be used to contest the validity of such insurance after it has been in force prior to the contest for two years during the lifetime of the insured.

If the policy death benefit is increased after the issue date and is subject to evidence of insurability, the policy shall be contestable for 2 years from the date of increase. The new contestability period will be applicable only to applied for increases and will be applicable only to the amount of the applied for increase.

## **BENEFICIARY**

The beneficiary of the individual's insurance for loss of life, including those with respect to accidental death, if any, will be the person(s) named by the insured as shown on the records kept by the Company on this policy. The insured may change such beneficiary at any time by giving written notice to Us. Such change will take effect on the date the notice is signed, subject to any action taken by the Company prior to receipt of the change request. If there is no named beneficiary, as to any part of the benefits, living at the date of death of the insured, that part will be paid in a lump sum to the survivors in the first surviving class of the following:

1. spouse
2. children, equally
3. parents, equally
4. brothers and sisters, equally

Two or more beneficiaries in the same class shall share equally unless otherwise provided.

Death benefit proceeds shall be paid to the Beneficiary in one lump sum in the amount specified in the Schedule of Benefits.

If no beneficiary survives, or no surviving relative is located, benefits will be paid in a lump sum to the insured's estate. If any benefit under the policy becomes payable to an Insured's estate then We may make payment to any person who has incurred expenses, not to exceed \$500, as a result of the Insured's last illness or death.

If any beneficiary is a minor or deemed by a court not competent to give a valid release, the death benefit due that person may be paid to a legal guardian.

Any payment We make shall discharge Us from liability to the extent of that payment. We are not obligated to see that the payment(s) is properly used.

Benefits payable under this Policy on the death of a Dependent will be paid to the Employee in one lump sum. If the Employee dies prior to the Dependent, the Company will pay the benefit to the Employee's estate.

## **MISSTATEMENT OF AGE**

If the age of an insured has been misstated there will be a fair adjustment of premium. If the benefit for the insured is based on age, there will be an adjustment of benefit to the amount that the premium being paid would purchase at the correct age.

We have the right to require satisfactory proof of age.

## **ASSIGNMENT**

The Insured may assign his or her rights to this policy. In addition, after the death of the Insured, the beneficiary (ies) may assign his or her rights to the benefits hereunder. Any assignment will be effective as of the date signed, subject to any action taken by the insurer prior to receipt of the assignment.

However, we will not be bound by any assignment of this policy unless:

1. it is in writing and
2. it is filed at Our Home Office.

We will not be responsible for the validity of any assignment.

## **CLAIMS OF CREDITORS**

To the extent allowed by law, benefits will be exempt from creditors.

## **TERMINATION OF POLICY**

Except as set forth in the Grace Period provision, this policy will cease on default of payment of premium.

The Company may also terminate the policy, or any class of insured individuals, for the following reasons by giving the Policyholder 60 days written notice:

1. The Policyholder fails to furnish any information that the Company may reasonably require;
2. The Policyholder fails to perform any of his other obligations pertaining to this policy;

With respect to any insured dependents:

1. if they are married, or
2. they have reached the age limit.

In addition, the Company may terminate this policy on any policy anniversary after the policy has been in force for 12 months.

## **TIME PERIOD**

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

## **JURISDICTION**

The laws of the state of New York govern this Policy.

## LIFE INSURANCE

### PART 1. DEATH BENEFIT

When We receive due proof of the death of an Insured Individual or Dependent who is insured under this policy for this coverage, We will pay at Our Home Office, the amount for which his or her life is insured as shown in the Schedule of Benefits. Payment will be made to the beneficiary in accordance with the terms of the policy.

### DEATH BENEFIT NOT COVERED

Aviation other than as a fare paying passenger on a scheduled or charter flight operated by a scheduled airline.

### PART 2. CONVERSION

An Insured Individual or Dependent may elect to buy an individual life insurance policy if his or her Life Insurance is reduced or ends because of:

1. termination of employment of the Insured;
2. termination of membership in the class(es) eligible for coverage under the policy;
3. termination of the policy;
4. attainment of a particular age (e.g. limiting age of coverage in the case of a child or any age-based reductions);
5. change in class;
6. divorce or annulment of the marriage of the employee or member;
7. amendment of the policy;
8. death of the employee.

If the reduction or termination of coverage is due to the individual's or dependent's termination of coverage due to total and permanent disability, the individual or dependent shall be entitled to buy an individual life insurance policy in any one of the forms customarily issued by the Company, including term insurance. The amount of the converted policy may not exceed the amount for which the person was covered under this Policy. In addition, the amount that may be converted may be reduced by any amount of life insurance he or she may be or may become eligible for under any group policy issued or reinstated by the same or another insurer within 45 days after the date of such termination or reduction.

No evidence of good health will be required for the converted policy. The converted policy may be on any of the forms We then issue, except term insurance. However, the person may choose to have the converted policy preceded by term insurance for not more than one year with premiums payable at the same frequency as for the conversion policy.

The person must apply to Us and pay the first premium for the converted policy. If the person is notified of the right to convert within 15 days before or after the change in Life Insurance, application must be made within 31 days of the change. Then the converted policy will take effect on the date of termination or reduction of coverage under the group policy. If the person is not notified in that 15 day period, the time to apply to Us is extended to 45 days after notice is given. If no notice is given, the time to apply to Us is extended to 90 days after the change. The converted policy will take effect on the date of termination or reduction of coverage under the group policy. The premium for the converted policy will be based on:

1. attained age,
2. class of risk under the group policy, and
3. form and amount of the policy.

The amount of the converted policy may not exceed the amount for which the person was covered under this Policy.

However, if the policyholder or the Company terminates the policy, the amount that may be converted may be reduced by any amount of life insurance he or she may be or may become eligible for under any group policy issued or reinstated by the same or another insurer within 45 days after the date of such termination or reduction.

If the person dies within 31 days after the change or any extended notice period after the change, We will pay to the beneficiary, in accord with the terms of this policy, the amount of the life insurance payable under the group policy unless the insured has made successful application for conversion.

No payment will be made if:

1. at the death of the Dependent he or she is eligible for life insurance under this policy as an Individual,  
or
2. at the date of a child's death, he or she is married or has reached the age limit.

The incontestability period does not start anew, but is effective as of the date the original group policy coverage was issued.

## ENDORSEMENT AND RIDER FORMS ATTACHED TO THE CERTIFICATE

The following table lists the Endorsements and/or Rider Forms attached to this Certificate.

Form	Form Number	Effective Date
Living Benefit Rider	ALTLBRC-09 (NY)	04/01/2018
Reduction of Death Benefit Endorsement	ALTLRDBEC-09 (NY)	04/01/2018
Waiver of Premium Rider	ALTLWPRC-09 (NY)	04/01/2018

Endorsements, if any  
(To be made by Company only)

**ANNUAL RENEWABLE GROUP TERM LIFE INSURANCE  
NON-PARTICIPATING**

**AMALGAMATED LIFE INSURANCE COMPANY**  
**333 Westchester Avenue White Plains, New York 10604**

**LIVING BENEFIT RIDER**

Amalgamated Life Insurance Company (“we”, “us” “our”) has issued this Rider as part of the Certificate to which it is attached. The effective date of this Rider is the Effective Date shown in the Certificate Schedule. Except as shown in this Rider, the provisions of the policy and your Certificate will prevail. **PLEASE READ THIS RIDER CAREFULLY**

**BENEFIT**

In consideration of the premium paid for this rider, the Insured may accelerate up to 50% of the Certificate Death Benefit scheduled to be in effect one year from the date this benefit is requested. The Insured named in the Certificate must be diagnosed with a terminal condition, a critical illness as defined below. We will pay the benefit if all requirements of this Rider are met.

**The Accelerated Benefit, less any administrative charge, will be paid in a lump sum. Any remaining death benefit under the Certificate will be reduced by the amount of the Accelerated Benefit. The amount of any accidental death benefit will not be affected by the payment of the accelerated benefit. Premium must continue to be paid for the Insured under the group policy after payment of an Accelerated Benefit in order to keep the remaining Certificate Death Benefit in force.**

**Receipt of Accelerated Benefits may affect eligibility for public assistance programs and may be taxable. Please consult a personal tax advisor to determine the tax status of any benefits paid under this rider.**

**DEFINITIONS**

**Accelerated Death Benefit:** The amount payable by us to the Insured under this Rider.

**Certificate Death Benefit:** The amount shown on the Certificate of Insurance reduced by the amount of any Accelerated Death Benefit paid.

**Insured:** The Individual named as the Insured in the Certificate. The Insured is also the Certificate Holder.

**Insured Spouse:** The Insured’s spouse covered under the certificate of insurance.

**Dependent Child:** The Insured’s dependent child covered under the certificate of insurance.

**Eligibility:** The Individual named as the Insured in the Certificate who is less than 65 years old and is actively at work.

**Administrative Charge:** The amount of Accelerated Benefit is reduced as a result of the administrative cost to us to process the claim. The administrative charge shall be \$75.

**Physician:** A Physician is a licensed medical doctor (M.D.) or doctor of osteopathy (D.O.) A Physician does not include the Insured, any person who lives with the Insured or a spouse, child, parent, brother, sister, grandparent, grandchild, or spouse of such relative of the Insured or Insured’s spouse.

## TERMINAL CONDITION

A condition caused by sickness or accident which, in the judgment of a Physician and subject to the approval of the Company, will directly result in a life expectancy of twelve months or less.

We may require examination of an insured. It will be at our expense by a licensed Physician chosen by us. If there is a discrepancy between two medical opinions, the opinion of our Physician will govern.

## COVERED CRITICAL ILLNESS

**A critical illness is a medical condition requiring extraordinary medical care or treatment regardless of life expectancy. A covered critical illness is cancer, heart attack, stroke, end stage renal disease, major organ transplant, or paralysis as defined in this Rider.**

### Cancer

**Cancer means an invasive malignancy which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Cancer also means in situ breast cancer.**

#### **Cancers not covered by this definition include:**

1. Stage A prostate cancer.
2. Pre-malignant lesions, benign tumors or polyps.
3. Carcinoma in situ, except for in situ breast cancer.
4. Any skin cancer, except invasive malignant melanoma into the dermis or deeper.

Cancer shall mean the diagnosis of a malignancy, which is characterized by the uncontrolled growth of cancer cells with invasion of tissue.

#### **Cancers not covered by this definition include:**

1. Early prostate cancer, diagnosed as T1A NO MO and T1B NO MO or equivalent staging.
2. Non-invasive cancer in situ.
3. Pre-malignant lesions, benign tumors or polyps.
4. Any tumor in the presence of any Human Immunodeficiency Virus (HIV).
5. Any skin cancer other than invasive malignant melanoma greater than 0.75mm.

There shall be no coverage if within 90 days following the later of the issue date and the date of the last reinstatement of the policy, if

1. a diagnosis of cancer is made; or
2. any symptoms or medical problems commenced and initiated investigations leading to the diagnosis of any cancer.

### Heart Attack

Heart Attack means the death of a portion of heart muscle resulting from a blockage of one or more coronary arteries. The diagnosis is based on an event that consists of all of the following:

1. chest pain;
2. new electrocardiographic (EKG) changes consisting of new Q waves and localized T wave inversions;  
and
3. elevation of cardiac (heart) enzymes.

Heart Attack means the death of a portion of the heart muscle, resulting from the blockage of one or more coronary arteries due to atherosclerotic heart disease.

The diagnosis must be based on all of the following criteria occurring at the same time:

1. new episode of typical chest pain or equivalent symptoms;
2. new electrocardiographic (ECG) changes indicative of an acute myocardial infarction; and
3. biochemical evidence of myocardial necrosis (heart muscle death) including elevated cardiac enzymes and/or troponin.

Lesser acute coronary syndromes including unstable angina and acute coronary insufficiency are specifically excluded.

### **Stroke**

Stroke means a cerebrovascular accident caused by infarction of brain tissue, hemorrhage or embolism, resulting in measurable neurological deficit persisting for at least 30 days following the occurrence of the stroke. Stroke does not include Transient Ischemic Attack (TIA).

Stroke means a cerebrovascular accident diagnosed, unequivocally by a Neurologist licensed and practicing in the United States, as the death of brain tissue caused by thrombosis, hemorrhage or embolism. The diagnosis must be based on ALL of the following:

1. Sudden onset of new neurological symptoms.
2. New objective neurological deficits on clinical examination persisting continuously for at least sixty (60) days following the diagnosis of the stroke.
3. New findings on CT scan or MRI, if done, consistent with the clinical diagnosis.

Stroke does not include Transient Ischemic Attack (TIA).

### **End Stage Renal Disease**

End Stage Renal Disease means a permanent failure of both kidneys from any cause that necessitates treatment by dialysis or kidney transplantation.

End Stage Renal Disease means kidney failure diagnosed with irreversible failure of both kidneys which necessitates treatment by regular dialysis or kidney transplantation.

### **Major Organ Transplantation**

Major Organ Transplantation means the receipt by transplant of any of the following human organs or tissues:

1. Heart.
2. Liver.
3. Lung.
4. Kidney.
5. Bone Marrow.

Major Organ Transplantation means the undergoing of surgery, as a recipient by transplant of any of the following organs or tissues: heart, liver, lung, kidney or bone marrow.

### **Paralysis**

Paralysis means a total irreversible loss of muscle function or sensation to the whole of any two limbs as a result of injury or disease. The paralysis must be permanent and supported by appropriate neurological evidence.

## **GENERAL**

**Incontestability.** This Rider will not be contested after it has been in force during the lifetime of the Insured for two years from its effective date.

## TERMINATION OF COVERAGE

Coverage under this Rider will end on the earliest of the following events to occur:

1. Upon written request to cancel it by the group policyholder;
2. Upon termination of the group policy;
3. Upon termination of the group certificate;
4. When the Insured is no longer a member of an eligible class of insureds under the policy;
5. The date of the Insured's death;
6. Upon payment of the Accelerated Death Benefit;
7. The date the Insured turns age 65.

## EXCEPTIONS AND LIMITATIONS

The benefit provided by this Rider is not meant to cause the Insured to involuntarily invade life insurance proceeds ultimately payable to the named beneficiary. The accelerated benefit will be made available on a voluntary basis only.

If the amount of term insurance in force on the Insured is scheduled to reduce because of an age related reduction, within one (1) year after the date this benefit is applied for, the maximum Accelerated Benefit will be limited to the scheduled reduced amount shown on the Certificate Schedule.

No accelerated benefit will be paid if:

1. The Insured made an absolute assignment or an irrevocable beneficiary designation of his/her group term life insurance, unless the absolute assignee or irrevocable beneficiary provides us with written consent to the acceleration;
2. The Insured's condition, illness or confinement resulted directly or indirectly from suicide or any self-inflicted injury.
3. The required group life premium is due and unpaid.

## TAX CONSIDERATIONS

This rider is intended to provide an Accelerated Death Benefit that qualifies as such under the Internal Revenue Code (IRC). Tax liability for any Accelerated Death Benefit payable under this rider may depend upon a number of factors including how the Internal Revenue Service interprets applicable provisions of the IRC. The Insured should consult a tax advisor to consider any tax consequences that may arise when benefits are paid under this rider.

## OTHER FINANCIAL CONSIDERATIONS

Eligibility for public funds such as Medicare, Medicaid, Social Security, Supplemental Security Income (SSI), or other government assistance programs may be affected if the Insured receives benefits under this Rider.



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Paul Mallen  
President

**AMALGAMATED LIFE INSURANCE COMPANY**  
**333 Westchester Avenue White Plains, NY 10604**

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**PLEASE READ THIS RIDER CAREFULLY.**

**WAIVER OF PREMIUM BENEFIT RIDER**

Subject to the terms of this Rider, we will waive premiums for the employee’s life insurance coverage when we receive proof that the Insured becomes totally disabled by injury or disease, before reaching age 60 and while this Rider is in force. We will continue to waive premiums becoming due for up to one year from the start of the disability, while the Insured remains so disabled. After that, proof of continued disability of the Insured must be given to us 3 months before each anniversary of the start of the disability. We will not deny or reduce any claim based on failure to provide timely notice if it can be shown that: (1) it was not reasonably possible to give notice within the required time; and (2) notice of claim is given as soon as reasonably possible. In no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Due proof of the Insured’s total disability must be given to us within 12 months of the date disability began. We will not deny or reduce any claim based on failure to provide timely notice if it can be shown that: (1) it was not reasonably possible to give notice within the required time; and (2) notice of claim is given as soon as reasonably possible. In no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

“Totally disabled” means the Insured is unable to perform any occupation for which he or she is qualified by education, training, or experience and has not received pay for any work for 9 continuous months.

“Total disability” means the complete inability, due to injury or illness, to engage in any business, occupation or employment, for which he or she is qualified or becomes qualified by reason of education, training or experience for pay, profit or compensation. Additionally, to be eligible for the Waiver of Premium benefit, the Insured must be totally disabled for 9 continuous months.

If the Insured has converted his or her group life insurance coverage while disabled, he or she must return the individual policy to us with first proof of total disability. Any premiums paid under that policy will be refunded.

While the Insured is so disabled, he or she will be covered for the amount of life insurance for which he or she was insured just before ceasing active work due to total disability. This amount is subject to reduction, if any, as shown in the Certificate.

We have the right to have the Insured examined by our medical representative when necessary, but not more than once a year after total disability has continued for two full years.

Proof that total disability lasted until the Insured’s death must be given to us within one year after the date of death. Upon our receipt of that proof, we will pay the Insured’s beneficiary the amount of Life Insurance for which he or she was last insured. We will not deny or reduce any claim based on failure to provide timely notice if it can be shown that: (1) it was not reasonably possible to give notice within the required time; and (2) notice of claim is given as soon as reasonably possible. In no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

The individual's protection under the rider will end 31 days after he or she: (a) ceases to be totally disabled; or (b) fails to give required proof of continued disability; or (c) fails to submit to a health examination; or (d) he/she reaches the earlier of age 65 or the age at which he/she completed five (5) years of being on total disability or the age at which his/her normal retirement begins under his/her employer's retirement plan.

If the waiver of premium coverage is in effect on the date the group policy terminates, the coverage due to disability will continue.

When this protection ends, he or she will have the same rights as those described under the Conversion provision of this Policy, unless he or she becomes insured again under this policy by again paying premium.

If the Insured dies after his or her insurance has been converted, any amount paid under the individual policy will be deducted from the amount of group life insurance coverage due under this policy. Any premiums paid under the individual policy will be paid to the beneficiary of that policy on return of that policy to us.



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Paul Mallen  
President

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**REDUCTION OF DEATH BENEFIT ENDORSEMENT**

Amalgamated Life Insurance Company (“we”, “us”, “our”) has issued this Endorsement as part of the Certificate to which it is attached. The effective date of this Endorsement is the Effective Date shown in the Certificate Schedule. Except as shown in this Rider, the provisions of your Certificate will prevail. **PLEASE READ THIS RIDER CAREFULLY**

The Benefit Amount in effect on each Insured Member and /or Insured spouse will automatically reduce after the Group Policy Anniversary immediately following such Insured’s 65<sup>th</sup> birthday. The amount will be the applicable percentage of Benefit Amount as shown below:

Member's/ Spouse's Birth Day	Percentage of Benefit Amount			
	Basic Life & Supplemental Life		AD&D	
	Member	Member's Spouse	Member	Member's Spouse
65 <sup>th</sup>	Benefit reduces 35% of the original amount	Benefit reduces 35% of the original amount	N/A	N/A
66 <sup>th</sup>	35%	35%	N/A	N/A
67 <sup>th</sup>	35%	35%	N/A	N/A
68 <sup>th</sup>	35%	35%	N/A	N/A
69 <sup>th</sup>	35%	35%	N/A	N/A
70 <sup>th</sup> & Later	Benefit reduces 50% of the original amount. Coverage terminates at retirement	Benefit reduces 50% of the original amount. Coverage terminates at member's retirement.	N/A	N/A

The member’s coverage automatically terminates when his/her membership with the Group Policyholder ends. The spouse’s and/or dependent child’s coverage terminates on the earlier of: (1) the date the Member’s coverage terminates; (2) upon attainment of the maximum age limit; or (3) when he/she no longer meets the definition of an eligible spouse or child.



Paul Mallen  
President