

**AMALGAMATED LIFE INSURANCE COMPANY  
[333 WESTCHESTER AVENUE WHITE PLAINS, NEW YORK 10604]**

**DISABILITY INCOME INSURANCE POLICY**

**CONSIDERATION:** We promise to insure You for the benefits described in this Policy. We make this promise in consideration of the application for this Policy and the payment of the premium. Your coverage under this Policy is in force as of the Policy Effective Date shown on the Policy Specification Page.

This Policy is a legal contract between You and Amalgamated Life Insurance Company. No agent may change this Policy or waive any of its provisions.

**YOUR RIGHT TO EXAMINE THIS POLICY:** It is important to Us that You are satisfied with this Policy. If You are not satisfied, send it back to Us within thirty (30) days after You have received it. We will send back Your money and the Policy will be considered to have never been in force. If you return the Policy, please note in writing: "This Policy is returned for cancellation and refund of premium."

**GUARANTEED RENEWABLE TO THE POLICY ANNIVERSARY ON OR NEXT FOLLOWING YOUR 72ND BIRTHDAY.** We guarantee You can keep this policy in force to the Policy Anniversary on or next following Your 72nd birthday, as long as You pay the required premiums when due, subject to the Grace Period allowed.

**RIGHT TO CHANGE PREMIUM:** We may change the premium rate, but only if the Kentucky Insurance Department approves the rate. We will then change the rate for all policies of this class. While this Policy is in force, no change will be made in Your class because of age, sex, or physical condition of any Insured Person(s). "Class" means all policies of this form number and premium classification issued or issued for delivery in New York. If the premium rate changes, We will notify You in writing at Your last known address at least thirty-one (31) days before the change becomes effective.

**IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION:** We based Our decision to issue this policy on the information in Your application. Please carefully read Your application attached to this Policy. If You find any information shown is not correct or complete, please inform Us immediately. Incorrect information that is material or fraudulent can result in the denial of a claim or termination of this Policy.

This policy is signed for Amalgamated Life Insurance Company.

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President

**GUARANTEED RENEWABLE DISABILITY INCOME INSURANCE POLICY**

**NON-PARTICIPATING**

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POLICY SPECIFICATION PAGE

BENEFITS

PREMIUM

COVERAGE TYPE: 24 HOUR COVERAGE

[ TBD ]

MONTHLY DISABILITY BENEFIT: [\$300 - \$5,000]

MAXIMUM DISABILITY BENEFIT PERIOD:

ACCIDENT [ 2 or 5 Years ]

SICKNESS [ 2 or 5 Years ]

ELIMINATION PERIOD:

ACCIDENT 180 Days

SICKNESS 180 Days

PRE-EXISTING LIMITATION PERIOD: 12 MONTHS

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DISABILITY INCOME POLICY  
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INSURED: [TBD]

EFFECTIVE DATE: [TBD]

ISSUE AGE: [TBD]

POLICY NUMBER [TBD]

EMPLOYER NAME INTERNATIONAL ASSOCIATION OF SHEET, METAL, AIR, RAIL AND  
TRANSPORTATION WORKERS (SMART-TD): BUS AND RAIL

## DEFINITIONS

**ACCIDENT OR ACCIDENTAL INJURY** means an injury that is independent of any Sickness; results in a Total Disability that begins after the Effective Date of this Policy and while your coverage is in force; and that begins within 90 days of the date of the accident.

**ACTIVE WORK and ACTIVELY AT WORK** means You are performing the Material And Substantial Duties of Your Own Occupation at your employer's usual place of business.

**BASIC MONTHLY EARNINGS** means 1/12th of your gross annual income or if your salary is solely or partially based on commissioned sales, bonus or overtime earnings, it means 1/24th of the preceding 24 month's salary.

**COMPLICATIONS OF PREGNANCY** means (1) conditions requiring hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and (2) nonelective caesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

**EFFECTIVE DATE** means the date on which this coverage shall begin. Coverage begins at 11:59 P.M. on the date the application is signed by You, provided the Company has approved the coverage applied for and has received the necessary policy premiums.

**ELIMINATION PERIOD** means a period of consecutive days You must be continuously Totally Disabled before Monthly Disability Benefits become payable to You. No Monthly Disability Benefits are payable during the Elimination Period. The duration of the Elimination Period is shown in the Policy Specification Page. The Elimination Period begins on the first day of Total Disability occurring after the Effective Date of this Policy.

**HOSPITAL** means an institution that is run for the care and treatment of sick or injured persons as in-patients and which, on its premises or in facilities available to the hospital on a pre-arranged basis, meets fully every one of the following requirements:

1. is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located;
2. is under the supervision of a medical staff and has one or more physicians available at all times;
3. provides 24 hours a day service by registered graduate nurses (RN's); and
4. is not, other than incidentally, a place for the aged, a place for the mentally ill, or a nursing convalescent home. You will not be considered hospital confined if You are in a special unit used as a nursing, rest, or convalescent home.

**INJURY** means an accidental bodily injury that causes a loss or disability. The Loss must be a direct result of a bodily injury that occurs while Your insurance is in force and is independent of all other causes. The loss or disability must commence within 90 days of the accident; otherwise, it will be considered a sickness.

**INSURED** means the person named in the Policy.

**MATERIAL AND SUBSTANTIAL DUTIES** means the essential tasks, functions and operations generally required by those engaged in a particular occupation.

**MAXIMUM DISABILITY BENEFIT PERIOD** means the longest period for which Monthly Disability Benefits are payable for any one period of Total Disability, whether from one or more causes. The Maximum Disability Benefit Period begins at the end of the Elimination Period. No Monthly Disability Benefits are ever payable after the end of the Maximum Disability Benefit Period, even if You are still Totally Disabled.

## DEFINITIONS (Continued)

**MENTAL AND NERVOUS DISORDERS** means any mental, emotional, behavioral, psychological, cognitive, personality, mood, or stress-related disease, disorder or dysfunction of any kind including, but not limited to, neurosis, psychoneurosis, psychopathy and psychosis. The term Mental or Nervous Disorder does not apply to dementia, if due to stroke, trauma, viral infection, Alzheimer's disease or other such conditions not listed above which are not usually treated using psychology, psychotropic drugs or other similar modalities.

**MONTHLY DISABILITY BENEFIT** means the monthly benefit payable to You under the terms of the Policy. Your Benefit is shown on the Policy Specification Page.

**OWN OCCUPATION** means any employment, business, trade, profession or vocation that involves Material and Substantial Duties of the same nature and character as the regular employment which You were routinely performing when Your Total Disability began. Your Own Occupation is not limited to Your job with Your employer.

**PARTIALLY DISABLED** means that due to a Sickness or Injury:

1. You are able to perform some but not all of the material and substantial duties of your occupation; or
2. You are able to work less than the standard number of hours you worked prior to the start of your Total Disability.

To be considered as Partially Disabled, You must first be Totally Disabled through the entire Elimination Period and have received at least one full Monthly Disability Benefit.

**PHYSICIAN** means a duly licensed practitioner of the healing arts acting within the scope of such license to treat Accidental Injuries or Sickness that results in Total Disability. A Physician cannot be You or anyone related to You by blood or marriage, a business or professional partner, or any person who has a financial affiliation or business interest with You.

**POLICY** means the legal contract between You and Us. The Policy, any application(s), the Policy Specification and any attached papers that We call Riders, amendments or endorsements make up the entire contract between You and Us.

**PRE-EXISTING CONDITION** means an Injury or Sickness for which, during a twelve-month period immediately preceding the Effective Date of this Policy, You have received a diagnosis or advice from a Physician and received treatment, incurred medical expenses or taken prescription drugs. The term Pre-Existing Condition shall also include any condition which is related to any such Injury or Sickness.

**PRE-EXISTING LIMITATION PERIOD** means the period of time (as shown on the Policy Specification Page) during which no benefits are payable for a Pre-Existing Condition.

**RECURRENT DISABILITY** means You become disabled, cease to be disabled, and then become disabled again for the same condition or a related condition. Recurrent Disability will be considered part of the original disability unless You return to Active Work for at least 90 consecutive days between the two periods of disability.

**REGULAR CARE AND ATTENDANCE** means that while you are Totally Disabled or Partially Disabled, You are under the care of a Physician at least once a month. We may waive this requirement if We determine that ongoing documentation of medical care is unnecessary.

**SICKNESS** means a sickness or disease that causes a loss or disability commencing while Your insurance is in force.

**TERMINAL ILLNESS** means a sickness for which a Physician has certified that You have a life expectancy of no more than 12 months.

**DEFINITIONS (continued)**

**TOTALLY DISABLED OR TOTAL DISABILITY** means that You are under the Regular Care and Attendance of a Physician and that for the first 24 months of Total Disability, You are unable to perform the Material and Substantial Duties of Your Own Occupation due to Sickness or Injury; and You are not engaged in any other occupation. After 24 months of disability, (if applicable), You are unable to perform the Material and Substantial Duties of any occupation for which You are reasonably qualified by education, training, or experience; and You are not engaged in any other occupation. If you are unemployed when You become Totally Disabled, We will pay the Monthly Disability Benefit Amount as long as you are under the Regular Care and Attendance of a Physician and unable to perform the Material and Substantial Duties of any occupation for which You are reasonably qualified by education, training, or experience.

**YOU AND YOUR** means the Insured named in the Policy.

**WE, US OR OUR** means Amalgamated Life Insurance Company.

SAMPLE

## DISABILITY BENEFITS

**MONTHLY DISABILITY BENEFIT** - A Monthly Disability Benefit will be paid for each month that You are Totally Disabled as defined in this Policy. The Total Disability must:

1. be due to an Accident or Sickness as defined in this Policy;
2. begin while coverage under this policy is in force; and
3. continue longer than the Elimination Period shown on the Policy Specification Page.

During the period of Total Disability You must be under the Regular Care and Attendance of a Physician.

We will pay a Monthly Disability Benefit for each period of Total Disability that continues beyond the Elimination Period. We will not pay benefits beyond the Maximum Disability Benefit Period shown on the Policy Specification Page. If any Monthly Disability Benefit is to be paid for less than a full month, the amount of benefit will be reduced pro-rata on the basis that one day's benefit equals 1/30th of the Monthly Disability Benefit. A Monthly Disability Benefit will be paid for only one disability when more than one disability exists at the same time; or a disability results from two or more causes.

Total Disability will be deemed to have commenced on the date You first received treatment from a Physician following continuous cessation of work.

**PARTIAL DISABILITY BENEFIT** - A Partial Disability Benefit will be paid if you become Partially Disabled due to a covered Accident or Sickness. To be considered as Partially Disabled, You must first be Totally Disabled through the entire Elimination Period and have received at least one full Monthly Disability Benefit. The Partial Disability Benefit will begin on the first day following cessation of Total Disability, subject to the following conditions:

1. The Partial Disability must be the result of the same Accident or Sickness which caused Total Disability; and
2. Partial Disability Benefits will be payable for a maximum of six consecutive months. The combined period of time for which benefits are payable for Total Disability and Partial Disability may not exceed the Maximum Disability Benefit Period as shown on the Policy Specification Page.

The Partial Disability Benefit will be equal to 50% of the Monthly Disability Benefit. However, the sum of the Partial Disability Benefit and the salary earned while receiving Partial Disability Benefits may not exceed 100% of Your pre-disability Basic Monthly Earnings. If the total does exceed 100%, then the Partial Disability Benefit will be reduced so that the total will equal 100% of the pre-disability Basic Monthly Earnings.

**RECURRENT DISABILITY** – Those disabilities which result from the same condition or from a related condition will be treated as one disability and subject to one Maximum Disability Benefit Period unless they are separated by Your return to Active Work for 90 or more consecutive days. Any disability which begins after the termination of this Policy will not be considered a Recurrent Disability and will not be covered by the Policy.

**PREGNANCY BENEFIT** – Total Disability resulting from pregnancy, complications of pregnancy or child birth is covered the same as any other Sickness. The Elimination Period for the Pregnancy Benefit is calculated from the first date that a Physician diagnoses Total Disability. Total Disability as a result of a normal pregnancy is not covered if the Total Disability begins during the first 9 months following the Effective Date.

**GEOGRAPHIC LIMITATION BENEFIT** – If You reside outside the United States or its territories during a period of Total Disability or Partial Disability, benefit payments will be limited to the lesser of two Monthly Disability Benefits or Your remaining Maximum Disability Benefit Period. You must first satisfy the Elimination Period.

**MAXIMUM DISABILITY BENEFIT PERIOD WHEN YOU REACH AGE 72** – If You are Totally Disabled when you reach age 72 and we have paid benefits for less than the Maximum Disability Benefit Period for such Total Disability, we will continue to pay a monthly benefit during the period of time you remain Totally Disabled for the balance of the Maximum Disability Benefit Period which began prior to the date Your coverage would have normally ended.

## BENEFITS (continued)

**ALCOHOL OR DRUG ADDICTION LIMITED BENEFIT** - If You become Totally Disabled due to alcoholism or drug addiction, We will pay a limited benefit of up to 15 days in any 12-month period after you have satisfied the Elimination Period.

**MENTAL OR NERVOUS DISORDER LIMITED BENEFIT** – If you become Totally Disabled due to a Mental or Nervous Disorder, benefit payments will be limited to the lesser of three Monthly Disability Benefits or Your remaining Maximum Disability Benefit Period. You must first satisfy the Elimination Period. To qualify for this benefit, You must receive treatment from either:

1. a registered specialist in psychiatry; or
2. a Physician administering treatment on the advice of a registered specialist in psychiatry who certifies that such treatment is medically necessary.

**SURVIVOR BENEFIT** – If You die while receiving a Monthly Disability Benefit, We will continue the payment of the Benefit to Your Beneficiary. To qualify for this benefit, Total Disability and the payment of the Monthly Disability Benefit must both have continued for at least 12 consecutive months before Your death. Payments under this benefit will terminate on the earlier of:

1. the date that 3 monthly payments have been made to the Beneficiary under this benefit;
2. the date that the Maximum Disability Benefit Period ends; or
3. the date that the Beneficiary dies.

**ACCELERATED BENEFIT FOR TERMINAL ILLNESS** - We will advance to You the remaining months of the Monthly Disability Benefit payable to You under the Policy in a lump sum payment (not to exceed a maximum of 12 months or your Maximum Benefit Period – whichever is less) if You are diagnosed with a Terminal Illness. You must have satisfied your elimination period and are receiving Total Disability benefits under this policy.

**WAIVER OF PREMIUM BENEFIT** – If You become Totally Disabled due to a covered Accident or Sickness, Your coverage will be continued for this policy and all attached riders without payment of premium. Waiver of Premium will begin on the later of the next premium due date following:

1. Your satisfaction of the Elimination Period; or
2. 90 days of continuous Total Disability.

Premium must be paid from the beginning of Total Disability to the date that Waiver of Premium begins. Waiver of Premium will continue until the earlier of:

1. The end of Your Total Disability
2. The end of the Maximum Disability Benefit Period
3. The end of the period for which benefits would otherwise be payable; or
4. The date this Policy terminates.

The Waiver of Premium Benefit applies to this policy and all Riders attached to it.

**TERMINATION OF BENEFITS** – Benefits will automatically end on the earliest of the following:

1. The date that You are no longer considered to be Totally Disabled;
2. The date that You fail to give satisfactory proof of continued Total Disability when requested;
3. Any date that you continue to be Totally Disabled after the end of the Maximum Disability Benefit Period shown on the Policy Specification Page; or
4. Your death, except as provided in the Survivor Benefit.



## LIMITATIONS AND EXCLUSIONS

**EXCLUSIONS** – This Policy does not cover any loss, fatal or non-fatal, which occurs as a result of:

1. Suicide or attempted suicide;
  2. Intentionally self-inflicted injury;
  3. War or any act of war whether declared or undeclared;
  4. Service in the armed forces of any country or authority or units auxiliary thereto (in such event, the pro-rata unearned premium will be returned to you);
  5. Aviation, except as a fare-paying passenger on a scheduled or chartered flight operated by a scheduled airline;
  6. Your participation in a felony, riot or insurrection;
  7. Your being intoxicated or under the influence of any narcotic unless administered on the advice of a physician (the term intoxicated means the blood alcohol content meets or exceeds the legal presumption of intoxicated under the law of the state where the accident occurred);
  8. Alcoholism or drug addiction, except as provided for in the Alcohol or Drug Addiction Limited Benefit;
  9. Mental or Nervous Disorders, except as provided for in the Mental or Nervous Disorder Limited Benefit;
  10. Total Disability while you reside outside the United States or its territories, except as provided for in the Geographic Limitation Benefit;
  11. Normal pregnancy resulting in Total Disability which begins within the first 9 months following the Effective Date;
  12. A Pre-Existing Condition which begins during the Pre-Existing Limitation Period;
  13. Having a work-related injury, unless 24 hour Coverage is shown on the Policy Specification Page;
- and
14. Your being engaged in an illegal occupation.

No benefits are payable during any period in which You are incarcerated.

## HOW TO FILE A CLAIM

**NOTICE OF CLAIM:** Written Notice of Claim must be given to Us within 20 days after any loss covered by this Policy occurs or starts. If notice is not given within that time, it must be given as soon as reasonably possible.

It should include Your name, your address and your Policy number as shown on the Policy Specification Page.

**CLAIM FORMS:** When We receive the Notice of Claim, We will send the claimant forms for filing Proof of Loss. If these forms are not sent to the claimant within 15 days, the claimant will meet the Proof of Loss requirement by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS:** Written Proof of Loss must be given to Us within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the claimant was legally incapacitated.

**TIME OF PAYMENT OF CLAIMS:** Benefits for any loss covered by this Policy will be paid as soon as reasonably possible once We receive proper written proof.

**PAYMENT OF CLAIMS:** All benefits will be paid to You, Your Beneficiary or Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to them. Any payment made in good faith will fully discharge Us to the extent of the payment.

Upon the payment of a claim under this policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

If the death of the insured or a covered dependent occurs during a period for which the premium under this Policy has been paid, We will refund the premium or the portion of the premium actually paid by the insured for that person for any period beyond the end of the policy month in which such death occurred.

## GENERAL INFORMATION

**ENTIRE CONTRACT; CHANGES:** This Policy is a legal contract between You and Us. The entire contract consists of the Policy, which includes the application, and any attached papers. No change in this Policy will be effective until approved by the President, a Vice President or an Assistant Vice President of the Company.. This approval must be noted on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** After two years from the date a person becomes covered under this Policy We cannot use misstatements, except fraudulent misstatements, in Your application to void coverage or deny a claim for loss that happens after the two year period.

The above provisions also apply to riders attached to this Policy. In applying them the word "Rider" will be used for the word "Policy".

**LEGAL ACTIONS:** You cannot bring a legal action to recover benefits under Your Policy for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

**GRACE PERIOD:** Your premium must be paid on or before the date it is due or during the 31 day grace period that follows. The Policy stays in force during Your Grace Period. This grace period does not apply if You request termination of this Policy.

**REINSTATEMENT:** If any renewal premium is not paid within the time allowed for payment and We accept a premium without requiring an application for reinstatement, that payment shall reinstate this Policy. If We require an application, this Policy will be reinstated when We approve it. If We do not approve the application, this Policy will be reinstated on the 45th day after the date of the application unless We notify You in writing of its disapproval.

After two years from the date We reinstate this Policy, We cannot use misstatements in Your reinstatement application to void coverage or deny a claim for loss that happens after the two-year period. In all other respects You and We have the same rights under this Policy as We both had before it lapsed, unless special conditions are added to this Policy in connection with the reinstatement. Any premium accepted in connection with this provision will be used for a period for which payment has not been made, but not to any period more than 60 days before the date of reinstatement.

**MISSTATEMENT OF AGE:** If the Insured's Age has not been stated correctly, an adjustment in premium, coverage, or both, will be made. The adjustment will correct the coverage to what the premium paid would have bought at the Insured Person's true Age. This change will be based on our rates in effect on the Date of Issue.

**OTHER INSURANCE WITH US:** If You have more than one Disability Income Policy with Us, only one Policy chosen by You will be effective (this includes coverage for any Insured Person). We will cancel the Policy and refund all premiums paid for all other policies in force during the same period of time.

## GENERAL INFORMATION (Continued)

**CHANGE OF OCCUPATION:** If You are injured or contract a sickness after having changed Your occupation to one classified by Us as more hazardous than that stated in this policy or while doing for compensation anything pertaining to an occupation so classified, We will pay only such portion of the benefit provided in this policy as the premium paid would have purchased at the rates and within the limits fixed by Us for such more hazardous occupation. If You change Your occupation to one classified by Us as less hazardous than that stated in this policy, We, upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro-rata unearned premium from the date of change of occupation or from the policy anniversary date immediately preceding receipt of such proof, whichever is the more recent.

**CHANGE OF BENEFICIARY:** The beneficiary is named in the application or later endorsement as it applies to the Survivor Benefit. You may change the beneficiary by written request without their consent. This change will take effect on the date the notice is signed. A payment by Us prior to receipt of such change will fully discharge Us to the extent of such payment.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have any Insured Person examined when and as often as is reasonable during the handling of a claim and do an autopsy where it is not forbidden by law. If We initiate the request, either or both will be done at our expense.

**TERM OF COVERAGE:** Coverage starts on the Policy Effective Date at 11:59 PM, Standard Time at Your residence address. It ends at 12:01 AM on the same Standard Time on the renewal date, subject to the Grace Period. This Policy may be renewed only as stated in the Renewal Agreement. Each time this Policy is renewed, the new term begins when the old term ends.

**TERMINATION OF POLICY:** This policy will terminate on the earliest of the following:

1. Written request by you to terminate this policy;
2. Failure to pay the premiums for this policy; subject to the Grace Period allowed;
3. The Policy Anniversary on or next following your 72nd birthday; or
4. Your death.

**CHARTER AND BY-LAWS:** No provisions of Our charter and by-laws not included in this Policy shall void this Policy or be used in defense of any legal proceedings with regard to it.

**POLICY SPECIFICATION PAGE:** The Policy Specification Page and information it shows is a part of the Policy.

**SAMPLE**

**GUARANTEED RENEWABLE DISABILITY INCOME INSURANCE POLICY**

**NON-PARTICIPATING**