

SERFF Tracking Number: AMAL-126367469 State: Arkansas
Filing Company: Amalgamated Life Insurance Company State Tracking Number: 44264
Company Tracking Number: AMWL-09
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Conversion Whole Life
Project Name/Number: Conversion Whole Life/AMWL-09

Filing at a Glance

Company: Amalgamated Life Insurance Company

Product Name: Conversion Whole Life

TOI: L071 Individual Life - Whole

Sub-TOI: L071.101 Fixed/Indeterminate
Premium - Single Life

Filing Type: Form

SERFF Tr Num: AMAL-126367469 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 44264

Co Tr Num: AMWL-09

State Status: Approved-Closed

Author: Jayne Monaco

Date Submitted: 12/07/2009

Reviewer(s): Linda Bird

Disposition Date: 12/09/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

General Information

Project Name: Conversion Whole Life

Project Number: AMWL-09

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/09/2009

Deemer Date:

Submitted By: Jayne Monaco

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 07/08/2009

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 12/09/2009

Created By: Jayne Monaco

Corresponding Filing Tracking Number: AMWL-
09

Filing Description:

NAIC# 60216 FEIN# 13-5501223

Form AMWL-09 – Whole Life Policy

Form END-CGI-09 - Endorsement

Form GLCAPP-192(3/09) – Application for Conversion

Attached are copies of the above-named forms. These forms are new and will not replace any previously filed or

<i>SERFF Tracking Number:</i>	<i>AMAL-126367469</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Amalgamated Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44264</i>
<i>Company Tracking Number:</i>	<i>AMWL-09</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Conversion Whole Life</i>		
<i>Project Name/Number:</i>	<i>Conversion Whole Life/AMWL-09</i>		

approved form.

There are no innovative and/or unique features of this product.

Form AMWL-09, Whole Life Policy, is an individual ordinary whole life policy intended for use in group conversion situations. This policy provides for the usual provisions of a permanent whole life policy including policy loans, and cash surrender options. Form END-CGI-09, Conversion Endorsement, will be attached to the policy at issue and amends the policy to provide for provisions suitable in conversion situations. Form GLCAPP-192(3/09), Application for Conversion of Group Life Insurance, is the conversion application used for this policy.

The policy is typical whole life policy used in conversion situations. This product is intended for use in group conversions. The underwriting basis for this product uses normal guaranteed issue rules in conversion situations. This product will not be marketed with an illustration.

The forms have been completed in John Doe fashion and are subject to minor modification in paper size and stock, ink, logo, border and adaptation to electronic printing.

Company and Contact

Filing Contact Information

Jayne Monaco, Consultant	jmonaco@amalgamatedlife.com
333 Westchester Ave	914-367-5591 [Phone]
White Plains, NY 10604	914-367-5786 [FAX]

Filing Company Information

Amalgamated Life Insurance Company	CoCode: 60216	State of Domicile: New York
333 Westchester Ave.	Group Code:	Company Type:
White Plains, NY 10604	Group Name:	State ID Number:
(914) 367-5581 ext. [Phone]	FEIN Number: 13-5501223	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

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Fee Explanation: \$50 per policy including all forms included with the policy.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Amalgamated Life Insurance Company	\$50.00	12/07/2009	32527070

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/09/2009	12/09/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/08/2009	12/08/2009	Jayne Monaco	12/09/2009	12/09/2009

SERFF Tracking Number: AMAL-126367469 *State:* Arkansas
Filing Company: Amalgamated Life Insurance Company *State Tracking Number:* 44264
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Product Name: Conversion Whole Life
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Disposition

Disposition Date: 12/09/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form (<i>revised</i>)	Whole Life Policy		Yes
Form	Whole Life Policy	Replaced	Yes
Form	Conversion Endorsement		Yes
Form	Conversion Application		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 12/08/2009
Submitted Date 12/08/2009
Respond By Date 01/08/2010

Dear Jayne Monaco,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: We did not find a provision in the contract that provides for the payment of 8% interest on delayed claim payments as described in Ark. Code Ann. 23-81-118.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
 Response Letter Date 12/09/2009
 Submitted Date 12/09/2009

Dear Linda Bird,

Comments:

Thank you for your letter of December 8, 2009. The following revisions have been made to the policy.

Response 1

Comments: In accordance with Ark. Code Ann. 23-81-118, the "Death Benefit" provision has been amended to provide that payment of the death benefit proceeds not made with 30 days from the date we receive due proof of death will bear interest at the rate of 8% per year. See the last paragraph of the "Death Benefit" provision on page 6.

We have added a state specific suffix to the form number to distinguish this change.

Related Objection 1

Comment:

We did not find a provision in the contract that provides for the payment of 8% interest on delayed claim payments as described in Ark. Code Ann. 23-81-118.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Whole Life Policy	AMWL-09(AR)		Policy/Contract/Fraternal Certificate	Initial		58.100	AMWL-09(AR) - Whole Life Policy.pdf

Previous Version

Whole Life Policy	AMWL-09		Policy/Contract/Fraternal	Initial		58.100	AMWL-09
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Certificate

- Whole
Life
Policy.pdf

No Rate/Rule Schedule items changed.

We apologize for this omission. I hope you will now be in a position to approve these forms.

Very truly yours,
Jayne Monaco

Sincerely,
Jayne Monaco

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Form Schedule

Lead Form Number: AMWL-09

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AMWL-09(AR)	Policy/Cont Whole Life Policy ract/Fratern al Certificate	Initial		58.100	AMWL-09(AR) - Whole Life Policy.pdf
	END-CGI-09	Policy/Cont Conversion ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.500	END-CGI-09 - Endorsement. pdf
	GLCAPP 192(3/09)	Application/ Conversion Enrollment Application Form	Initial		45.800	GLCAPP192(3-09).pdf

Amalgamated Life Insurance Company
333 Westchester Avenue, White Plains NY 10604
Telephone Number – 1-800 315 9178 – Fax Number: 914-614-9821

We will, subject to the terms of this policy, pay the Death Benefit to the Beneficiary upon the death of the Insured. We must receive Due Proof of Death of the Insured at our Home Office. We will also provide all other benefits stated in this policy.

This policy is issued by us at our Home Office. **It is a legal contract between the Owner and the Company. READ YOUR POLICY CAREFULLY.** The provisions and conditions on this and the following pages are part of this policy.

Signed for Amalgamated Life Insurance Company on the Date of Issue.



David J. Walsh
President

YOUR RIGHT TO EXAMINE THE POLICY FOR 20 DAYS

You should examine the policy carefully. It can be returned to us for any reason at any time within 20 days after you receive it. At its return, the contract will be considered void from its start. We will return any premium paid. To return the policy, mail or take it to our Home Office or to our Agent who sold it to you.

**WHOLE LIFE INSURANCE
LEVEL PREMIUMS PAYABLE FOR LIFE
NON-PARTICIPATING**

AMWL-09(AR)

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AMWL-09(AR)

POLICY SCHEDULE

INSURED: [John Doe]

POLICY NUMBER [123456]

SEX [Male]

EFFECTIVE DATE: [3/1/2009]

ISSUE AGE [35]

DATE OF ISSUE: [3/1/2009]

FACE AMOUNT: [\$10,000]

PREMIUM CLASS [Std]

OWNER AND BENEFICIARY ARE AS PROVIDED IN APPLICATION.

Minimum Guaranteed Interest Rate: 5%

BENEFIT	BENEFIT AMOUNT	ANNUAL PREMIUM	PREMIUM PERIOD
Whole Life Insurance	[\$10,000]	[\$258.60]	payable for [85] years

FIRST PREMIUM IF PREMIUMS ARE PAID:			
ANNUALLY	SEMIANNUALLY	QUARTELY	MONTHLY
[\$258.60]	[\$133.20\$]	[\$68.50]	[\$23.27]

PREMIUMS ARE PAYABLE [**Annually**]

AMWL-09(AR)

Definitions

Attained age means the Issue Age of this policy increased by the number of completed years and months since the Effective Date.

Anniversary date means the same month and day of a year as the month and day of the Effective Date of the policy.

Due Proof of Death means a certified copy of the death certificate, or an order of a court of competent jurisdiction, or a statement by a medical doctor who attended the deceased, or any other proof we accept.

Effective Date means the date the Policy goes into effect.

Indebtedness means outstanding loans under this policy, plus any loan interest due or accrued.

Insured means the person on whose life the Policy is based.

Maturity Age means the Insured's age 120.

We, us and our means Amalgamated Life Insurance Company at our Home Office.

You and your means the Owner of this Policy.

Owner and Beneficiary

Owner

All rights under this policy while it is in force belong to and may be exercised by the Owner.

Beneficiary

The rights of any Beneficiary who dies before the Insured belong to you, unless stated otherwise in the naming of the Beneficiary. If you name more than one Beneficiary, do not specify shares, they will have equal shares.

Change of Owner or Beneficiary

While this policy is in force, you may change the owner or Beneficiary by written request, unless stated otherwise in the naming of the Beneficiary. We may require that this policy be submitted for endorsement to show the designation or change. The change will take effect on the date you sign the request, but it will not apply to any payment we make or action we take before we receive it.

Assignment

You may assign this contract as collateral. We will not be bound by an assignment until a signed copy is accepted and recorded at our Home Office. The rights of you and any other person will then be subject to the rights of the assignee. We will not be responsible for the validity of any assignment. An assignment is not a transfer of ownership. Any Death Benefit payable to an assignee will be paid in a single sum.

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Premiums

Payment of Premiums

Premium due dates, anniversary dates and policy years are measured from the Effective Date. The first Premium is due on the Effective Date. The amount and frequency of premiums are shown on the Policy Schedule. Premiums are payable to the end of the Premium Period shown in the Policy Schedule.

Each premium is payable to us on or before its due date. Premiums are due at the Home Office but may be paid to an authorized agent. A receipt signed by one of our officers is available on request.

Premiums may be paid annually, semi-annually, quarterly or monthly. You may change the frequency of premium payments by submitting a written request to us. Any change will be effective on an anniversary date. No changes will be allowed while premiums are being waived under any Waiver of Premium Rider.

Grace Period

We will grant 31 days of grace to pay each premium after the first one. During that time the policy will stay in force. If the premium is still not paid at the end of the grace period, the policy will lapse. Upon lapse, the policy will terminate except as provided under Benefits On Lapse.

Automatic Premium Loan Option

While this option is in effect, any premium that is due and unpaid at the end of the grace period will be paid by a policy loan if this policy has enough Loan Value. If the Loan Value is not enough to pay the overdue premium, payment by policy loan will be made of the next smaller premium, semiannual, quarterly or monthly, for which the Loan Value is enough.

This option will be in effect if elected in the application for this policy or requested by you in writing. You may end this option at any time by making a written request. Any request to make this option effective or to end it will take effect on the date we receive it.

Reinstatement

If this policy has lapsed, it may be put back in full force unless it was surrendered for its Net Cash Value. The policy will be put back in full force if all of the following conditions are met:

- 1) You make a written request to us within 3 years form the date of lapse.
- 2) You give us sufficient proof that is satisfactory to us that the Insured is still insurable;
- 3) All overdue premiums and interest on those premiums is paid to us (interest at the rate of 6% per year compounded annually); and
- 4) All outstanding indebtedness is paid with interest at the loan interest rate to the date of reinstatement.

All or part of the payment to reinstate this policy may be paid by a policy loan provided the loan does not exceed the Loan Value of this policy when reinstated.

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Death Benefit

Death Benefit

The Death Benefit payable upon the death of the Insured is (a) plus (b) plus (c) less (d) less (e), where

- a) Is the Face Amount;
- b) Is any additional benefit on the Insured's life provided by rider;
- c) Is the portion of any premium paid to us for a period beyond the end of the policy month of the Insured's death;
- d) Is the month's premium if death occurs during the grace period of a due and unpaid premium; and
- e) Is any indebtedness.

If, on the date of death, this policy is in force under a Benefit of Lapse, the Death Benefit will be based on the amount of paid-up insurance or the amount of extended term insurance instead of the Face Amount.

We will pay interest on the Death Benefit proceeds from the date of the Insured's death to the date of payment or settlement under a payment option. Interest will be at the rate we are then paying on Payment Option 1 – Interest Income. If Death Benefit proceeds are not paid within 30 days of the date we receive due proof of death, we will pay interest on the Death Benefit proceeds at the rate of eight percent (8%) per year from the date we receive due proof of death to the date payment is made.

Policy Loans

Policy Loans

You may obtain a loan from us if this policy is in force other than as extended term insurance. The amount of the loan, plus any existing indebtedness and any due and unpaid premiums, may not be more than the Loan Value of this policy.

Indebtedness may be repaid in full or in part at any time while this policy is in force and has not lapsed. If the policy has lapsed, indebtedness which existed at the time of lapse may be repaid only if this policy is reinstated.

We may defer making a loan for up to 6 months from the date of the loan request. We will not defer making a loan to pay a premium due on this policy.

This policy is the only security for indebtedness under this policy. If, at any time, indebtedness is more than the Loan Value, a notice of pending termination will be mailed to your last known address and to the last known address of any assignee on record. This policy will terminate 31 days after this notice is mailed unless the excess indebtedness is paid to us.

Loan Value

The Loan Value on a premium due date or an anniversary date is the Cash Value on that date, The Loan Value on any other date is that amount which, with interest to the earlier of the next premium due date or the next anniversary date, will equal the Cash Value on that date, Extended term insurance has no Loan Value.

Loan Interest

Loans will bear interest at the effective rate of 8% per year compounded annually. Loan interest is due and payable at the end of each policy year. Interest not paid when due will be added to the loan and will bear interest at the rate of interest on loans.

Surrender of Policy

Cash Surrender

You may surrender this policy for its Net Cash Value by filing a written request with us. You may take the Net Cash Value in a single sum or leave it with us under a payment option. If you take the Net Cash Value in a single sum, this policy will terminate.

We may defer paying the Net Cash Value in a single sum for up to 6 months from the date of your request.

Net Cash Value

The Net Cash Value is the Cash Value minus any indebtedness. The Table of Values shows the Cash Value at the end of certain policy years.

Benefits on Lapse

Options on Lapse

If this policy should lapse, you may surrender it for its Net Cash Value or continue it in force under one of the following insurance benefits.

Paid-Up Insurance

The policy may be continued from the due date of the unpaid premium for a reduced amount of paid-up insurance. The amount of paid-up insurance is that amount which the Net Cash Value will buy when applied as a net single premium at the Insured's attained age on the due date of the unpaid premium. The Table of Values shows the amount of paid-up insurance which would be provided by the Cash Value at the end of certain policy years. Paid-up insurance has a Loan Value and may be surrendered for its Net Cash Value.

Extended Term Insurance

The policy may be continued as extended term insurance, unless it is in a special premium class. The amount of extended term insurance is equal to the Face Amount minus any indebtedness. The term of extended term insurance will begin on the due date of the unpaid premium and continue for the period provided by the Net Cash Value when applied as a net single premium at the Insured's attained age. The Table of Values shows the period of extended term insurance which would be provided by the Cash Value at the end of certain policy years. Extended term insurance has no Loan Value, but may be surrendered for its Net Cash Value.

AMWL-09(AR)

Automatic Benefit

If this policy is not in a special premium class, extended term insurance will automatically become effective upon lapse. You may elect paid-up insurance in place of extended term insurance by making a written request to us before the end of the 60 day period after the due date of the unpaid premium.

If this policy is in a special premium class, extended term insurance is not available and paid-up insurance will automatically become effective upon lapse.

Riders

Any benefits provided by a rider attached to this policy will terminate upon lapse unless the rider specifies otherwise.

Basis of Values**Mortality and Interest Basis**

All cash values, present values and net single premiums referred to in this policy are based on the 2001 Commissioners Standard Ordinary Mortality Table (Age Last Birthday). Mortality rates are based on the sex and attained age of the insured. If this policy is in a smoker or non-smoker premium class, mortality rates will be those applicable to smokers or non-smokers, as appropriate. All cash values, present values and net single premiums are based on the Minimum Guaranteed Interest Rate shown on Page 3.

Computation of Values

The Cash Value at the end of any policy year is computed by the standard non-forfeiture value method, using adjusted premiums as defined in the Standard Non-Forfeiture Law. Death is assumed to occur at the end of the policy year and the value of any rider benefits is not counted. The Table of Values on Page 11 shows the amount of Cash Value at the end of certain policy years. Values for the end of policy years not shown will be provided on request.

The Cash Value on a date during a policy year is computed with due allowance for the time elapsed in that year and the part of the year for which premiums have been paid. During the 60 days after the due date of any unpaid premium, the Cash Value does not change. After the 60 days, the Cash Value for paid-up insurance or extended term insurance is the net single premium for the insurance. The Cash Value for paid-up insurance or extended term insurance does not change during the first 30 days of each policy year.

All values are at least as great as those required by the law of the state in which this policy is delivered. Details of how values are computed have been filed with the insurance regulator of that state.

General Provisions

The Contract

This policy, any attached endorsement and the application, a copy of which is attached, are the entire contract between you and us. No one can change the terms of the contract unless the change is agreed to in writing and signed by one of our officers.

All statements made in the application will be deemed representations and not warranties. No statement may be used in any contest of this insurance unless it is in writing, signed by you and a copy given to you or your beneficiary.

Incontestability

We will not contest the validity of this policy, as to material misrepresentations made in the application for it, after it has been in force during the lifetime of the Insured for two years from the date of issue, except for non-payment of premium. We will not contest the validity of any reinstatement of this policy, as to statements made in any application for reinstatement, after it has been in force during the lifetime of the Insured for two years from the date it took effect.

Misstatement of Age or Sex

If the age or sex of the Insured shown on the Policy Schedule is not right, any amount payable under this policy will be that amount which the most recent premium paid would have purchased at the right age and sex. If the Insured dies on or after the anniversary date beyond which this policy may not be renewed, a refund will be made. The amount of the refund will be the premiums paid to us since that anniversary date.

Suicide

The Death Benefit is limited to a refund of the premiums paid in the event of death caused by suicide within two years from the date of issue.

Payment Options

Choice of Payment Option

You may choose one of the following Payment Options in place of a single sum if the Death Benefit or Net Cash Value becomes payable. The single sum must be at least \$5,000 for this to be done. If you have not told us otherwise and you are no longer alive, the Beneficiary can choose. When payments start, we will issue a supplementary contract showing the rights and benefits provided.

Option 1 – Interest Income - Interest on the amount outstanding under this option. We will determine the amount of interest that will be paid. Interest will not be less than an effective rate of 3.5% per year compounded annually. Unless the election provides otherwise, the payee may withdraw the outstanding principle at any time. At the death of the payee, the outstanding principal and any accrued interest will be paid to the payee's estate or other beneficiary.

Option 2 – Payment for a Specified Period -Equal payments for a stated number of years, but not more than 30. We will determine the amount of each payment when payments start. The amount will not be less than that shown in the Option 2 Table.

Option 3 – Monthly Life Income with 120 Months Certain – Equal monthly payments while the payee is alive. We will determine the amount of each payment when payments start. The amount will not be less than that shown in the Option 3 Table. The income amounts are based on the 1983 Table a with 3 ½% interest. We may require proof of the age and sex of the payee. If the payee should die before we have made 120 monthly payments, we will continue to make payments to the payee's estate or other beneficiary until we have paid a total of 120 monthly payments.

Option 4 – Any other form of payment option we may agree to.

AMWL-09(AR)

Option Tables

Option 2 Tables Payments for a Specified Period Per \$1,000 Applied Under Option 2			Option 3 Tables Monthly Life Income with 120 Months Certain Per \$1,000 Applied Under Option 3		
Years Payable	Annual Payment	Monthly Payment	Age When Pymt. Starts*	Monthly Female Payee	Payment Male Payee
1	\$1,000.00	\$84.65	35	\$3.88	\$3.99
2	508.60	43.05	40	4.02	4.17
3	344.86	29.19	45	4.21	4.39
4	263.04	22.27	50	4.44	4.67
5	213.99	18.12	55	4.74	5.03
6	181.32	15.35	56	4.81	5.11
7	158.01	13.38	57	4.88	5.20
8	140.56	11.90	58	4.95	5.29
9	127.00	10.75	59	5.03	5.38
10	116.18	9.83	60	5.11	5.48
11	107.34	9.09	61	5.20	5.59
12	99.98	8.46	62	5.29	5.70
13	93.78	7.94	63	5.38	5.82
14	88.47	7.49	64	5.48	5.95
15	83.89	7.10	65	5.59	6.08
16	79.89	6.76	66	5.70	6.21
17	76.37	6.47	67	5.82	6.35
18	73.25	6.20	68	5.95	6.50
19	70.47	5.97	69	6.08	6.65
20	67.98	5.75	70	6.21	6.81
21	65.74	5.56	71	6.35	6.97
22	63.70	5.39	72	6.50	7.14
23	61.85	5.24	73	6.65	7.31
24	60.17	5.09	74	6.81	7.48
25	58.62	4.96	75	6.97	7.65
26	57.20	4.84	76	7.14	7.83
27	55.90	4.73	77	7.31	8.00
28	54.69	4.63	78	7.48	8.17
29	53.57	4.53	79	7.65	8.34
30	52.53	4.45	80 or older	7.83	8.50

***Payments for ages not shown will be furnished on request.**

AMWL-09(AR)

Table of Values

Cash or Loan values and Paid-Up Insurance Values are shown for each \$1,000 of Face Amount. The Periods of Extended Term Insured will be the same for any Face Amount.

End of Policy Year	Cash or Loan Value	Paid Up Ins.	Extended Term Insur.	
			Years	Day
	Issue Age 35			
1	0	0	0	0
2	0	0	0	0
3	3	19	2	117
4	11	67	7	123
5	20	116	11	146
6	28	156	13	329
7	38	203	16	103
8	47	241	17	295
9	57	280	19	66
10	67	316	20	73
11	77	349	20	352
12	88	383	21	261
13	99	414	22	100
14	111	446	22	296
15	122	471	23	8
16	135	501	23	135
17	147	525	23	167
18	160	550	23	204
19	174	576	23	246
20	187	596	23	214
25	260	726	22	294
27	291	767	22	80
30	339	827	21	60
35	425	981	19	61

AMWL-09(AR)

Endorsements, if any

**WHOLE LIFE INSURANCE
LEVEL PREMIUMS PAYABLE FOR LIFE
NON-PARTICIPATING**

AMWL-09(AR)

Endorsements

To be made only by us

Conversion Endorsement

This Policy is issued in accordance with an application for conversion of insurance under a group policy. The Policy to which this endorsement is attached is changed as shown below.

The Suicide, Incontestability, Misstatement of Age or Sex, Mortality and Interest Basis, and Payment are amended as follows:

Suicide - The death benefit is limited to a refund of the premiums paid in the event of death caused by suicide within two years from the date the group insurance being converted became effective for the Insured.

Incontestability - This provision is amended to read: We will not contest the validity of this policy except

- 1) To the extent we could have contested your insurance under the group policy from which conversion has been made, or
- 2) For non-payment of premiums.

Misstatements of Age or Sex - Any reference to misstatement of sex in this provision is deleted and shall not be in effect.

Mortality and Interest Basis – Mortality rates are based on the attained age of the Insured. The reference to the sex of the Insured is deleted in its entirety.

Payment Options The option 3 Table is amended to provide the same Monthly Payment to a female payee as to a male payee of the same age. The amount of Monthly Payment for either sex is that shown in the Option 3 Table for a female payee two years older than the actual payee. The Option 3 – Monthly Life Income with 120 Months Certain provision under Payment Options is amended to delete any reference to sex.

Signed for Amalgamated Life Insurance Company



David J. Walsh
President

END-CGI-09

Application for Conversion of Group Life Insurance
Amalgamated Life Insurance Company (the "Company")
333 Westchester Ave. • White Plains • New York 10604

The undersigned hereby apply to Amalgamated Life Insurance Company for an individual life insurance policy in accordance with the provisions of the Group Policy listed below. In consideration of the issuance by the Company of the policy applied for, all rights to and benefits under the group policy are relinquished.

1. (a) Group Policy No. _____ (b) Certificate No. _____ (c) Name of group policyholder _____

2. Name of proposed insured (Print) _____

3. (a) Date of Birth / / Place of birth _____
MM/ DD/ YYYY *City or Town* *State* *Country*

4. (a) Age last birthday _____ (b) Sex Male Female

5. Residence Address _____
Street *Apt. No.* *City* *State* *Zip Code*

Phone No. () _____

Other Address (if not Residence address) _____
Street *Apt. No.* *City* *State* *Zip Code*

6. Premium Notices to Residence Other

7. (a) Occupation of Proposed Insured _____

(b) Name of Employer _____

8. Social Security or other taxpayer ID number: _____
Proposed Insured *Owner, if other than Proposed Insured*

9. Owner. The owner will be the insured unless another owner is designated here.

Name _____

Address _____

10. Beneficiary (Name) _____ Relationship to proposed insured _____

11. (a) Amount of insurance to be converted _____

(b) Last Day Worked: _____

Reason for Leaving: _____

(c) Is Automatic Premium Loan requested Yes No

13. Is Preliminary Term requested? Yes No

**One Year Only
Annual Premium Only
Not Available To Retirees**

12. (a) Amount of premium \$ _____

(b) Premiums payable Annual Monthly

Semiannual

Quarterly

14. Amount of premium paid with this application

\$ _____

(First full premium must accompany application to be acceptable.)

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.

I (we) have read this completed application and represent that to the best of my (our) knowledge and belief all statements and answers herein are complete, true and correctly recorded.

Signed on _____ at _____, State of _____

Proposed Insured _____ Witness _____

Owner if other than Proposed Insured _____

Parent or Guardian Signature (if insured is a child under age 18) _____

SERFF Tracking Number: AMAL-126367469 State: Arkansas
Filing Company: Amalgamated Life Insurance Company State Tracking Number: 44264
Company Tracking Number: AMWL-09
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Conversion Whole Life
Project Name/Number: Conversion Whole Life/AMWL-09

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
Readability Certification.pdf		
Arkansas Certification of Compliance.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The application to be used with this policy is being filed as part of this filing and is attached to the forms tab.		
Comments:		

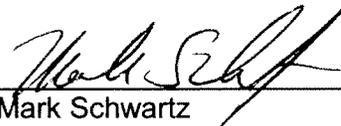
AMALGAMATED LIFE INSURANCE COMPANY

CERTIFICATION

Amalgamated Life Insurance Company has reviewed the enclosed forms(s) and certifies that to the best of its knowledge and belief, the form(s) meet(s) the minimum flesch scale readability requirements of your State.

<u>FORM</u>	<u>SCORE</u>
AMWL-09	58.1
END-CGI-09	51.5
GLCAPP-192(3/09)	45.8

Date: October 7, 2009

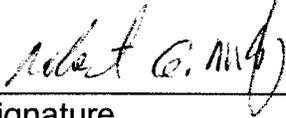
By: 

Mark Schwartz
Senior Vice President

AMALGAMATED LIFE INSURANCE COMPANY

CERTIFICATION OF COMPLIANCE

I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify that they are in compliance with the applicable statutes, regulations, and bulletins of the State of Arkansas. I further certify that they are in compliance with Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance), Rule & Regulation 49 (Life and Health Insurance Guaranty Association Notices), ACA 23-80-206 (Life, Accident and Health Insurance Policy Language Simplification Act) and ACA 23-79-138 (Consumer Information Notice Requirements).



Signature

Robert McCready – Assistant Vice President
Name and Title of Responsible Officer

December 7, 2009
Date

SERFF Tracking Number: AMAL-126367469 State: Arkansas
 Filing Company: Amalgamated Life Insurance Company State Tracking Number: 44264
 Company Tracking Number: AMWL-09
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Conversion Whole Life
 Project Name/Number: Conversion Whole Life/AMWL-09

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/02/2009	Form	Whole Life Policy	12/09/2009	AMWL-09 - Whole Life Policy.pdf (Superseded)

Amalgamated Life Insurance Company
333 Westchester Avenue, White Plains NY 10604
Telephone Number – 1-800 315 9178 – Fax Number: 914-614-9821

We will, subject to the terms of this policy, pay the Death Benefit to the Beneficiary upon the death of the Insured. We must receive Due Proof of Death of the Insured at our Home Office. We will also provide all other benefits stated in this policy.

This policy is issued by us at our Home Office. **It is a legal contract between the Owner and the Company. READ YOUR POLICY CAREFULLY.** The provisions and conditions on this and the following pages are part of this policy.

Signed for Amalgamated Life Insurance Company on the Date of Issue.



David J. Walsh
President

YOUR RIGHT TO EXAMINE THE POLICY FOR 20 DAYS

You should examine the policy carefully. It can be returned to us for any reason at any time within 20 days after you receive it. At its return, the contract will be considered void from its start. We will return any premium paid. To return the policy, mail or take it to our Home Office or to our Agent who sold it to you.

**WHOLE LIFE INSURANCE
LEVEL PREMIUMS PAYABLE FOR LIFE
NON-PARTICIPATING**

AMWL-09

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AMWL-09

POLICY SCHEDULE

INSURED: [John Doe]

POLICY NUMBER [123456]

SEX [Male]

EFFECTIVE DATE: [3/1/2009]

ISSUE AGE [35]

DATE OF ISSUE: [3/1/2009]

FACE AMOUNT: [\$10,000]

PREMIUM CLASS [Std]

OWNER AND BENEFICIARY ARE AS PROVIDED IN APPLICATION.

Minimum Guaranteed Interest Rate: 5%

BENEFIT	BENEFIT AMOUNT	ANNUAL PREMIUM	PREMIUM PERIOD
Whole Life Insurance	[\$10,000]	[\$258.60]	payable for [85] years

FIRST PREMIUM IF PREMIUMS ARE PAID:			
ANNUALLY	SEMIANNUALLY	QUARTELY	MONTHLY
[\$258.60]	[\$133.20\$]	[\$68.50]	[\$23.27]

PREMIUMS ARE PAYABLE [**Annually**]

AMWL-09

Definitions

Attained age means the Issue Age of this policy increased by the number of completed years and months since the Effective Date.

Anniversary date means the same month and day of a year as the month and day of the Effective Date of the policy.

Due Proof of Death means a certified copy of the death certificate, or an order of a court of competent jurisdiction, or a statement by a medical doctor who attended the deceased, or any other proof we accept.

Effective Date means the date the Policy goes into effect.

Indebtedness means outstanding loans under this policy, plus any loan interest due or accrued.

Insured means the person on whose life the Policy is based.

Maturity Age means the Insured's age 120.

We, us and our means Amalgamated Life Insurance Company at our Home Office.

You and your means the Owner of this Policy.

Owner and Beneficiary

Owner

All rights under this policy while it is in force belong to and may be exercised by the Owner.

Beneficiary

The rights of any Beneficiary who dies before the Insured belong to you, unless stated otherwise in the naming of the Beneficiary. If you name more than one Beneficiary, do not specify shares, they will have equal shares.

Change of Owner or Beneficiary

While this policy is in force, you may change the owner or Beneficiary by written request, unless stated otherwise in the naming of the Beneficiary. We may require that this policy be submitted for endorsement to show the designation or change. The change will take effect on the date you sign the request, but it will not apply to any payment we make or action we take before we receive it.

Assignment

You may assign this contract as collateral. We will not be bound by an assignment until a signed copy is accepted and recorded at our Home Office. The rights of you and any other person will then be subject to the rights of the assignee. We will not be responsible for the validity of any assignment. An assignment is not a transfer of ownership. Any Death Benefit payable to an assignee will be paid in a single sum.

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Premiums

Payment of Premiums

Premium due dates, anniversary dates and policy years are measured from the Effective Date. The first Premium is due on the Effective Date. The amount and frequency of premiums are shown on the Policy Schedule. Premiums are payable to the end of the Premium Period shown in the Policy Schedule.

Each premium is payable to us on or before its due date. Premiums are due at the Home Office but may be paid to an authorized agent. A receipt signed by one of our officers is available on request.

Premiums may be paid annually, semi-annually, quarterly or monthly. You may change the frequency of premium payments by submitting a written request to us. Any change will be effective on an anniversary date. No changes will be allowed while premiums are being waived under any Waiver of Premium Rider.

Grace Period

We will grant 31 days of grace to pay each premium after the first one. During that time the policy will stay in force. If the premium is still not paid at the end of the grace period, the policy will lapse. Upon lapse, the policy will terminate except as provided under Benefits On Lapse.

Automatic Premium Loan Option

While this option is in effect, any premium that is due and unpaid at the end of the grace period will be paid by a policy loan if this policy has enough Loan Value. If the Loan Value is not enough to pay the overdue premium, payment by policy loan will be made of the next smaller premium, semiannual, quarterly or monthly, for which the Loan Value is enough.

This option will be in effect if elected in the application for this policy or requested by you in writing. You may end this option at any time by making a written request. Any request to make this option effective or to end it will take effect on the date we receive it.

Reinstatement

If this policy has lapsed, it may be put back in full force unless it was surrendered for its Net Cash Value. The policy will be put back in full force if all of the following conditions are met:

- 1) You make a written request to us within 3 years from the date of lapse.
- 2) You give us sufficient proof that is satisfactory to us that the Insured is still insurable;
- 3) All overdue premiums and interest on those premiums is paid to us (interest at the rate of 6% per year compounded annually); and
- 4) All outstanding indebtedness is paid with interest at the loan interest rate to the date of reinstatement.

All or part of the payment to reinstate this policy may be paid by a policy loan provided the loan does not exceed the Loan Value of this policy when reinstated.

Death Benefit

Death Benefit

The Death Benefit payable upon the death of the Insured is (a) plus (b) plus (c) less (d) less (e), where

- a) Is the Face Amount;
- b) Is any additional benefit on the Insured's life provided by rider;
- c) Is the portion of any premium paid to us for a period beyond the end of the policy month of the Insured's death;
- d) Is the month's premium if death occurs during the grace period of a due and unpaid premium; and
- e) Is any indebtedness.

If, on the date of death, this policy is in force under a Benefit of Lapse, the Death Benefit will be based on the amount of paid-up insurance or the amount of extended term insurance instead of the Face Amount.

We will pay interest on the Death Benefit from the date of the Insured's death to the date of payment or settlement under a payment option. Interest will be at the rate we are then paying on Payment Option 1 – Interest Income.

Policy Loans

Policy Loans

You may obtain a loan from us if this policy is in force other than as extended term insurance. The amount of the loan, plus any existing indebtedness and any due and unpaid premiums, may not be more than the Loan Value of this policy.

Indebtedness may be repaid in full or in part at any time while this policy is in force and has not lapsed. If the policy has lapsed, indebtedness which existed at the time of lapse may be repaid only if this policy is reinstated.

We may defer making a loan for up to 6 months from the date of the loan request. We will not defer making a loan to pay a premium due on this policy.

This policy is the only security for indebtedness under this policy. If, at any time, indebtedness is more than the Loan Value, a notice of pending termination will be mailed to your last known address and to the last known address of any assignee on record. This policy will terminate 31 days after this notice is mailed unless the excess indebtedness is paid to us.

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Loan Value

The Loan Value on a premium due date or an anniversary date is the Cash Value on that date, The Loan Value on any other date is that amount which, with interest to the earlier of the next premium due date or the next anniversary date, will equal the Cash Value on that date, Extended term insurance has no Loan Value.

Loan Interest

Loans will bear interest at the effective rate of 8% per year compounded annually. Loan interest is due and payable at the end of each policy year. Interest not paid when due will be added to the loan and will bear interest at the rate of interest on loans.

Surrender of Policy

Cash Surrender

You may surrender this policy for its Net Cash Value by filing a written request with us. You may take the Net Cash Value in a single sum or leave it with us under a payment option. If you take the Net Cash Value in a single sum, this policy will terminate.

We may defer paying the Net Cash Value in a single sum for up to 6 months from the date of your request.

Net Cash Value

The Net Cash Value is the Cash Value minus any indebtedness. The Table of Values shows the Cash Value at the end of certain policy years.

Benefits on Lapse

Options on Lapse

If this policy should lapse, you may surrender it for its Net Cash Value or continue it in force under one of the following insurance benefits.

Paid-Up Insurance

The policy may be continued from the due date of the unpaid premium for a reduced amount of paid-up insurance. The amount of paid-up insurance is that amount which the Net Cash Value will buy when applied as a net single premium at the Insured's attained age on the due date of the unpaid premium. The Table of Values shows the amount of paid-up insurance which would be provided by the Cash Value at the end of certain policy years. Paid-up insurance has a Loan Value and may be surrendered for its Net Cash Value.

Extended Term Insurance

The policy may be continued as extended term insurance, unless it is in a special premium class. The amount of extended term insurance is equal to the Face Amount minus any indebtedness. The term of extended term insurance will begin on the due date of the unpaid premium and continue for the period provided by the Net Cash Value when applied as a net single premium at the Insured's attained age. The Table of Values shows the period of extended term insurance which would be provided by the Cash Value at the end of certain policy years. Extended term insurance has no Loan Value, but may be surrendered for its Net Cash Value.

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Automatic Benefit

If this policy is not in a special premium class, extended term insurance will automatically become effective upon lapse. You may elect paid-up insurance in place of extended term insurance by making a written request to us before the end of the 60 day period after the due date of the unpaid premium.

If this policy is in a special premium class, extended term insurance is not available and paid-up insurance will automatically become effective upon lapse.

Riders

Any benefits provided by a rider attached to this policy will terminate upon lapse unless the rider specifies otherwise.

Basis of Values

Mortality and Interest Basis

All cash values, present values and net single premiums referred to in this policy are based on the 2001 Commissioners Standard Ordinary Mortality Table (Age Last Birthday). Mortality rates are based on the sex and attained age of the insured. If this policy is in a smoker or non-smoker premium class, mortality rates will be those applicable to smokers or non-smokers, as appropriate. All cash values, present values and net single premiums are based on the Minimum Guaranteed Interest Rate shown on Page 3.

Computation of Values

The Cash Value at the end of any policy year is computed by the standard non-forfeiture value method, using adjusted premiums as defined in the Standard Non-Forfeiture Law. Death is assumed to occur at the end of the policy year and the value of any rider benefits is not counted. The Table of Values on Page 11 shows the amount of Cash Value at the end of certain policy years. Values for the end of policy years not shown will be provided on request.

The Cash Value on a date during a policy year is computed with due allowance for the time elapsed in that year and the part of the year for which premiums have been paid. During the 60 days after the due date of any unpaid premium, the Cash Value does not change. After the 60 days, the Cash Value for paid-up insurance or extended term insurance is the net single premium for the insurance. The Cash Value for paid-up insurance or extended term insurance does not change during the first 30 days of each policy year.

All values are at least as great as those required by the law of the state in which this policy is delivered. Details of how values are computed have been filed with the insurance regulator of that state.

General Provisions

The Contract

This policy, any attached endorsement and the application, a copy of which is attached, are the entire contract between you and us. No one can change the terms of the contract unless the change is agreed to in writing and signed by one of our officers.

All statements made in the application will be deemed representations and not warranties. No statement may be used in any contest of this insurance unless it is in writing, signed by you and a copy given to you or your beneficiary.

Incontestability

We will not contest the validity of this policy, as to material misrepresentations made in the application for it, after it has been in force during the lifetime of the Insured for two years from the date of issue, except for non-payment of premium. We will not contest the validity of any reinstatement of this policy, as to statements made in any application for reinstatement, after it has been in force during the lifetime of the Insured for two years from the date it took effect.

Misstatement of Age or Sex

If the age or sex of the Insured shown on the Policy Schedule is not right, any amount payable under this policy will be that amount which the most recent premium paid would have purchased at the right age and sex. If the Insured dies on or after the anniversary date beyond which this policy may not be renewed, a refund will be made. The amount of the refund will be the premiums paid to us since that anniversary date.

Suicide

The Death Benefit is limited to a refund of the premiums paid in the event of death caused by suicide within two years from the date of issue.

Payment Options

Choice of Payment Option

You may choose one of the following Payment Options in place of a single sum if the Death Benefit or Net Cash Value becomes payable. The single sum must be at least \$5,000 for this to be done. If you have not told us otherwise and you are no longer alive, the Beneficiary can choose. When payments start, we will issue a supplementary contract showing the rights and benefits provided.

Option 1 – Interest Income - Interest on the amount outstanding under this option. We will determine the amount of interest that will be paid. Interest will not be less than an effective rate of 3.5% per year compounded annually. Unless the election provides otherwise, the payee may withdraw the outstanding principle at any time. At the death of the payee, the outstanding principal and any accrued interest will be paid to the payee's estate or other beneficiary.

Option 2 – Payment for a Specified Period -Equal payments for a stated number of years, but not more than 30. We will determine the amount of each payment when payments start. The amount will not be less than that shown in the Option 2 Table.

Option 3 – Monthly Life Income with 120 Months Certain – Equal monthly payments while the payee is alive. We will determine the amount of each payment when payments start. The amount will not be less than that shown in the Option 3 Table. The income amounts are based on the 1983 Table a with 3 ½% interest. We may require proof of the age and sex of the payee. If the payee should die before we have made 120 monthly payments, we will continue to make payments to the payee's estate or other beneficiary until we have paid a total of 120 monthly payments.

Option 4 – Any other form of payment option we may agree to.

AMWL-09

Option Tables

Option 2 Tables Payments for a Specified Period Per \$1,000 Applied Under Option 2			Option 3 Tables Monthly Life Income with 120 Months Certain Per \$1,000 Applied Under Option 3		
Years Payable	Annual Payment	Monthly Payment	Age When Pymt. Starts*	Monthly Female Payee	Payment Male Payee
1	\$1,000.00	\$84.65	35	\$3.88	\$3.99
2	508.60	43.05	40	4.02	4.17
3	344.86	29.19	45	4.21	4.39
4	263.04	22.27	50	4.44	4.67
5	213.99	18.12	55	4.74	5.03
6	181.32	15.35	56	4.81	5.11
7	158.01	13.38	57	4.88	5.20
8	140.56	11.90	58	4.95	5.29
9	127.00	10.75	59	5.03	5.38
10	116.18	9.83	60	5.11	5.48
11	107.34	9.09	61	5.20	5.59
12	99.98	8.46	62	5.29	5.70
13	93.78	7.94	63	5.38	5.82
14	88.47	7.49	64	5.48	5.95
15	83.89	7.10	65	5.59	6.08
16	79.89	6.76	66	5.70	6.21
17	76.37	6.47	67	5.82	6.35
18	73.25	6.20	68	5.95	6.50
19	70.47	5.97	69	6.08	6.65
20	67.98	5.75	70	6.21	6.81
21	65.74	5.56	71	6.35	6.97
22	63.70	5.39	72	6.50	7.14
23	61.85	5.24	73	6.65	7.31
24	60.17	5.09	74	6.81	7.48
25	58.62	4.96	75	6.97	7.65
26	57.20	4.84	76	7.14	7.83
27	55.90	4.73	77	7.31	8.00
28	54.69	4.63	78	7.48	8.17
29	53.57	4.53	79	7.65	8.34
30	52.53	4.45	80 or older	7.83	8.50

***Payments for ages not shown will be furnished on request.**

Table of Values

Cash or Loan values and Paid-Up Insurance Values are shown for each \$1,000 of Face Amount. The Periods of Extended Term Insured will be the same for any Face Amount.

End of Policy Year	Cash or Loan Value	Paid Up Ins.	Extended Term Insur.	
			Years	Day
	Issue Age 35			
1	0	0	0	0
2	0	0	0	0
3	3	19	2	117
4	11	67	7	123
5	20	116	11	146
6	28	156	13	329
7	38	203	16	103
8	47	241	17	295
9	57	280	19	66
10	67	316	20	73
11	77	349	20	352
12	88	383	21	261
13	99	414	22	100
14	111	446	22	296
15	122	471	23	8
16	135	501	23	135
17	147	525	23	167
18	160	550	23	204
19	174	576	23	246
20	187	596	23	214
25	260	726	22	294
27	291	767	22	80
30	339	827	21	60
35	425	981	19	61

Endorsements, if any

**WHOLE LIFE INSURANCE
LEVEL PREMIUMS PAYABLE FOR LIFE
NON-PARTICIPATING**

AMWL-09