

SERFF Tracking Number: AMAL-127148463 State: Arkansas
Filing Company: Amalgamated Life Insurance Company State Tracking Number: 48730
Company Tracking Number: ALLTDP-10
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: Group Long Term Disability Insurance
Project Name/Number: Group LTD/ALLTDP-10

Filing at a Glance

Company: Amalgamated Life Insurance Company

Product Name: Group Long Term Disability Insurance SERFF Tr Num: AMAL-127148463 State: Arkansas

TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved- Closed State Tr Num: 48730

Sub-TOI: H11G.003 Long Term Co Tr Num: ALLTDP-10 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Rosalind Minor

Author: Claire Pizzuti Disposition Date: 05/12/2011
Date Submitted: 05/10/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
State Filing Description:

Implementation Date:

General Information

Project Name: Group LTD
Project Number: ALLTDP-10
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type:
Filing Status Changed: 05/12/2011
State Status Changed: 05/12/2011
Created By: Claire Pizzuti
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile: Authorized
Date Approved in Domicile: 04/29/2011
Domicile Status Comments:
Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:

Deemer Date:
Submitted By: Claire Pizzuti

Enclosed for your review and approval are the following forms. These forms are new and will not replace any other previously filed or approved forms.

Form ALLTDP-AR-10, Group Long Term Disability Income Insurance Policy provides income protection to an individual insured upon disability resulting from bodily injury, sickness or pregnancy.

Form ALLTDC-AR-10, Group Long Term Disability Insurance Certificate, is provided to the individual insured as evidence of coverage under the group policy.

<i>SERFF Tracking Number:</i>	<i>AMAL-127148463</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Amalgamated Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48730</i>
<i>Company Tracking Number:</i>	<i>ALLTDP-10</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>Group Long Term Disability Insurance</i>		
<i>Project Name/Number:</i>	<i>Group LTD/ALLTDP-10</i>		

Bracketed text within the policy forms indicates variability dependent upon the type of group to which the policy is issued.

This policy is intended to be marketed primarily to labor union groups but may also be marketed to employer groups and employee welfare trust funds. The product will be sold through Amalgamated Life Sales Executives and brokerage firms.

Application forms ALLIDIEOI-AR-10, Evidence of Insurability, ALLIDIE-AR-10, Life/Disability Enrollment Form, and ALLIDIA-AR-10, Group Policy Application, will be used to apply for this policy and certificate. These three forms are also used to apply for a Group Short Term Disability Policy and a Group Term Life Insurance policy. They were approved on 8/19/10 (SERFF tracking number AMAL-126774572).

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

Claire Pizzuti, Compliance Director	cpizzuti@amalgamatedlife.com
333 Westchester Avenue	914-367-5581 [Phone]
White Plains, NY 10604	914-367-2581 [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:	\$100.00
Retaliatory?	No
Fee Explanation:	2 forms @\$50 each
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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Amalgamated Life Insurance Company \$100.00 05/10/2011 47418753

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/12/2011	05/12/2011

SERFF Tracking Number: *AMAL-127148463* *State:* *Arkansas*
Filing Company: *Amalgamated Life Insurance Company* *State Tracking Number:* *48730*
Company Tracking Number: *ALLTDP-10*
TOI: *H11G Group Health - Disability Income* *Sub-TOI:* *H11G.003 Long Term*
Product Name: *Group Long Term Disability Insurance*
Project Name/Number: *Group LTD/ALLTDP-10*

Disposition

Disposition Date: 05/12/2011

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	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Group Long Term Disability Income Policy	Approved-Closed	Yes
Form	Group Long Term Disability Income Certificate	Approved-Closed	Yes

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Form Schedule

Lead Form Number: ALLTDP-10

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 05/12/2011	ALLTDP-AR-10	Policy/Contract/Fraternal Certificate	Group Long Term Disability Income Policy	Initial		52.100	ALLTDP-AR-10.pdf
Approved-Closed 05/12/2011	ALLTDC-AR-10	Certificate	Group Long Term Disability Income Certificate	Initial		50.400	ALLTDC-AR-10.pdf

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

GROUP POLICY

Group Policyholder's Name	[A-Z Services, Inc]
[Participant Employer:	[John Doe & Associates]]
Group Policy Number	[GLT-123456]
[Participant Employer Number	[PEN-100001]]
Group Policyholder's Address	[123 Main Street, Big City, AR]
Effective Date of Group Policy	[01/01/11]
Place of Delivery	[Big City], Arkansas
Anniversary Dates	[January] [1], of each year beginning [2011]
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 upon payment of the premiums as provided and subject to all the exceptions, limitations, reductions and other terms of the Policy Amalgamated Life Insurance Company (the "Company") hereby agrees with the Policyholder:

TO PROVIDE Long Term Disability Income Insurance to Eligible Persons who are enrolled according to the terms of this Policy. All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

The first premium is due and payable on the effective date of the Policy. Subject to the Policy's grace period provision, all premiums after the first must be paid when or before they are due.

This Policy is issued for delivery in Arkansas.

Signed for Amalgamated Life Insurance Company

[



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President

Annual Renewable Group Long Term Disability Income Insurance
Non-Participating

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POLICYHOLDER

A Policyholder means [a labor union/ a health & welfare trust fund/ or simply an employer] to which the Group Policy is issued.

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

The Policyholder may act for or on behalf of all Participant Employers 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 will be deemed to be an employee of the Policyholder for insurance purposes.

Coverage for a Participant Employer 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. Such date must be stated in written notice to the Company and it must be after the date of the notice.

INCORPORATION PROVISION

Incorporation of the Certificate of Insurance

The Certificate of Insurance (Form No. ALLTDC-AR-10) is attached to this Policy; and 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.

SCHEDULE OF INSURANCE

Schedule of Insurance

The Schedule of Insurance is as shown in the Certificate of Insurance (Form No. ALLTDC-AR-10).

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 employees of the Policyholder.

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.

[Experience Rating Refund

If the Policy is experience rated, any credit amount due the Policyholder will be allowed at the end of every [2] Policy Years and, at the Policyholder's request, will be:

1. paid to the Policyholder in cash;
2. used to reduce the Policyholder's premiums; or
3. used to provide additional insurance for Covered Persons.

Any credit amount shall be determined by the rating plan or plans used by the Company.]

POLICY PROVISIONS

Entire Contract

The contract between the Company and the Policyholder consists of:

1. the Policy;
2. the Certificate of Insurance incorporated into the Policy;
3. any riders issued in connection with the Policy or Certificate;
3. the Application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued; and
4. the Enrollment form and the Eligibility of Insurance form, if any, of each insured person (copy attached).

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 are considered representations and not warranties.

Right to Examine Policy

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

Assignment.

This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

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.

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.

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 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.

Grace Period

The Company will allow the Policyholder a 31 day grace period for the payment of all premiums after the first. During this 31 day period, the Policy will stay in force. If the owed premium is not paid by the 31st day, the Policy will automatically terminate. If the Policyholder gives the Company written advance notice of an earlier cancellation date, the Policy will terminate on the earlier date. Premium is due for each day the Policy is in force.

Termination of Policy

The Company may terminate the Policy for the following reasons by giving the Policyholder [31] 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 ;
3. Less than 100% of the persons eligible for coverage on a Non-contributory Basis are insured or less than [75%] of the persons eligible for coverage on a Contributory Basis are insured.
4. Fewer than 10 persons are insured.

In addition, the Company may terminate this Policy on any premium due date 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 each insured employee. The certificate is part of the Policy and will explain important features of the Policy .

Data To Be Furnished

The Policyholder will give the Company all required information 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 .

The policyholder will, upon our request, give us:

- [1. the names of all persons initially eligible for coverage;]
- [2. the names of all additional persons who become eligible for coverage;]
- [3. the names of all persons whose amount of insurance is to be changed;]
- [4. the names of all persons whose eligibility or insurance is terminated; and]
- [5. any data necessary to administer the insurance provided by the 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.

No Replacement for Workers' Compensation

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

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 Arkansas govern this Policy.

**Endorsements
(to be made by Company only)**

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

CERTIFICATE OF INSURANCE

Effective Date of Certificate [01/01/2011]
[Certificate Holder's Name [Jane Jones]]
Group Policyholder's Name [A-Z Services, Inc]
[Participant Employer's Name [John Doe & Associates]]
Group Policy Number [GLT-123456]
Group Policyholder's Address [123 Main Street, Big City, AR]
[Participant Employer Number [PEN-100001]]
Effective Date of Group Policy [01/01/2011]

This is to certify that, subject to the terms of the Group Policy (Form # ALLTDP-AR-10) under which this Certificate is issued, 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, You elect it and You make contributions for it if required.

This certificate takes the place of any prior one issued to You by Us covering the insurance. It is not an insurance contract. The group insurance contract is held by the Group Policyholder. You may request to inspect it at the Policyholder's office during usual business hours.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT PLAN. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the Company.

Amalgamated Life Insurance Company certifies that it has issued Group Policy [GLT-123456] 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

Signed for Amalgamated Life Insurance Company

[



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President

Annual Renewal Group Long Term Disability Income Insurance
Non-Participating

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**[SCHEDULE OF INSURANCE
[no cutbacks]**

The Policy of Long Term Disability Income Insurance provides You with income protection if You become Disabled from a covered accidental bodily injury, sickness or pregnancy.

[You [must/do not] contribute towards the cost of coverage [under Option 1].]
[You must contribute toward the cost of coverage under Option 2.]

Eligible Classes: [All Active Full-time Employees Class 1]
Full-time Employment: [40 hours weekly]
Maximum Monthly Benefit: [\$5,000]

[Maximum Monthly Benefit:

Option 1: Guaranteed Issue Amount of [\$500] with no Evidence of Insurability

Option 2: Maximum Benefit Amount of [\$1,500] with satisfactory Evidence of Insurability.]

[Minimum Monthly Benefit: [The greater of:]
[1. [\$50]; or
[2. [10]% of the benefit based on Monthly Income Loss, before
deduction of Other Income Benefits.]]

Benefit Percentage: [40]% of Monthly Income Loss
[Secondary Benefit Percentage: [60]% of Monthly Income Loss]

[Benefit Percentage: Option 1: [40]% of Monthly Income Loss
Option 2: [50]% of Monthly Income Loss]

[Annual Enrollment Period: March 1 through March 31]]

**[SCHEDULE OF INSURANCE
[with cutback]**

The Policy of Long Term Disability Income Insurance provides You with loss of income protection if You become Disabled from a covered accidental bodily injury, sickness or pregnancy.

[You [must/do not] contribute towards the cost of coverage [under Option 1].]
[You must contribute toward the cost of coverage under Option 2.]

Eligible Classes: [All Active Full-time Employees (Class 1)]
Full-time Employment: [40 hours weekly]
Maximum Monthly Benefit: [\$5,000]

[Maximum Monthly Benefit:

Option 1: Guaranteed Issue Amount of [\$500] with no Evidence of Insurability
Option 2: Maximum Benefit Amount of [\$1,500] with satisfactory Evidence of Insurability.]

[Minimum Monthly Benefit: [The greater of:]
[1. [\$50]; or
[2. [10]% of the benefit based on Monthly Income Loss,
before deduction of Other Income Benefits.]]

Initial Benefit Period: The first [24] months of Disability
Initial Benefit Period Percentage: Option 1: [60]% of Monthly Income Loss
Option 2: [70]% of Monthly Income Loss

Continuing Benefit Period: That part of a period of Disability that extends beyond the Initial Benefit Period.

Continuing Benefit Period Percentage: Option 1: [40]% of Pre-disability Earnings
Option 2: [50]% of Pre-disability Earnings

[Annual Enrollment Period: October 1 through October 31]]

SCHEDULE OF INSURANCE (Continued)

The **Eligibility Waiting Period** is the number of continuous [days/months] of service during which You must be an Active Full-time [Employee] in a class eligible for insurance before You become eligible for coverage. It is as follows:

1. If You are working for the Employer on the Policy Effective Date - [none]
2. If You start working for the Employer after the Policy Effective Date - [none]

The **Elimination Period** is the period of time You must be Disabled before benefits become payable. The Elimination Period is either:

1. The first [30] consecutive [days] of any one period of Disability; or
2. The period of Disability covered by any other Amalgamated Life Insurance Company disability policy for the same Disability,

whichever is longer.

[only one duration table applies per Schedule of Insurance]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 60	To Age 65 or for 60 months, if greater
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months]

[ADEA1-c]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 62	To Age 65 or for 42 months, if greater
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months]

[ADEA1-b-EP> 180]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 62	To Age 65, or for 48 months, if greater
Age 62	48 months
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months]

[ADEA1-a-EP<180]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 66	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months]

[2yr benefit]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 42 months, if greater
Age 63	To Normal Retirement Age or 36 months, if greater
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months]

[EP≥180]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 63	to Normal Retirement Age or 48 months, if greater
Age 63	to Normal Retirement Age or 42 months, if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69	18 months

[EP<180]

[The following explanatory notes apply to one of the two tables shown directly above.]

[Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65+ 2 months
1939	65+ 4 months
1940	65+ 6 months
1941	65+ 8 months
1942	65+ 10 months
1943 through 1954	66
1955	66+ 2 months
1956	66+ 4 months
1957	66+ 6 months
1958	66 + 8 months
1959	66+ 10 months
1960 or after	67]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 61	60 months
Age 61	54 months
Age 62	48 months
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months]

[5yr benefit]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 68	To Age 70
Age 68 and over	24 months]

[ADEA 3]

[MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 60	To Age 65
Ages 60 - 64	60 months
Ages 65 - 67	To age 70
Age 68 and over	24 months]

[ADEA 2]

[The following paragraph applies after Duration table]

The above table shows the maximum duration for which benefits may be paid. All other limitations of the Policy will apply.

DEFINITIONS

The terms listed, if used, will have these meanings.

Active Full-time [Employee] means an [employee] who works for the Employer on a regular basis in the usual course of the Employer's business. The [employee] must work the number of hours in the Employer's normal work week. This must be at least the number of hours indicated in the Schedule of Insurance. [Except as otherwise indicated, the term Active Full-time [Employee] also includes part-time [employees] working the number of hours indicated in the Schedule of Insurance for part-time employment. Part-time [employee] [does/does not] include a temporary, leased or seasonal [employee].]

Actively at Work

You will be considered to be actively at work with Your Employer on a day that is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a full time basis on that day. You will be deemed to be actively at work on a day that is not one of Your Employer's scheduled work days only if You were actively at work on the preceding scheduled work day.

[Any Occupation or Any Occ means an occupation:

1. for which You are qualified by education, training or experience; and
2. that has an earnings potential that exceeds an amount equal to:
 - a. [the product of Your [Indexed] pre-disability earnings and the [Initial] [Benefit Percentage [for which You enrolled]] [[50]% of Your [Indexed] Pre-disability Earnings;] or
 - b. the Maximum Monthly Benefit shown in the Schedule of Insurance;whichever is less.]

[Any Occupation means an occupation for which You are qualified by education, training or experience.]

[Disability or Disabled means You are prevented from performing one or more of the Essential Duties of Any Occupation because of:

- a. accidental bodily injury;
- b. sickness;
- c. Mental Illness;
- d. Substance Abuse; or
- e. pregnancy,

and as a result You are unable to earn more than an amount that is equal to Your [Indexed] Pre-disability Earnings multiplied by the [Initial] Benefit Percentage.]]

[Bonuses means monthly average of bonuses paid to You by the Employer over the [2 calendar] years ending just prior to the date You become Disabled or over the number of calendar months of employment if less than this period.]

[Commissions means the monthly average of commissions paid to You by the Employer over the [12 calendar] month period ending just prior to the date You become Disabled, or over the number of calendar months of employment if less than this period.]

Current Monthly Earnings means the monthly earnings You receive from:

1. the Employer while Disabled; and
2. other employment.

[However, if the other employment is a job You held in addition to Active Full-time Employment with the Employer, then:

- a. during the Elimination Period, and while eligible to receive benefits for being Disabled from Your Occupation;
- b. any earnings from this other employment will be Current Monthly Earnings only to the extent that they exceed the average monthly earnings received from this other job during the 6 month period immediately prior to becoming Disabled.]

[Current Monthly Earnings will also include the amount of pay for another or modified job position that may be offered to You by the Employer [or other employer], if You refuse the offer. The requirements of such offered position must be within Your capabilities as described by Your Physician, and consistent with Your education, training and experience.]

[Own Occupation or Own Occ

Disability or Disabled means:

1. during the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your occupation;
2. following the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result Your Currently Monthly Earnings are less than [60]% of Your [Indexed] Pre-disability Earnings.

Your Disability must be the result of:

- a. accidental bodily injury;
- b. sickness;
- c. Mental Illness;
- d. Substance Abuse; or
- e. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation does not alone mean that You are Disabled.]

[Own Occ/Any Occ

Disability or Disabled means that:

1. during the Elimination Period You are prevented from performing one or more of the Essential Duties of Your Occupation;
2. for [6] months following the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result Your Current Monthly Earnings are less than [60]% of Your [Indexed] Pre-disability Earnings;
3. after that, You are prevented from performing one or more of the Essential Duties of Any Occupation.

Your Disability must be the result of:

- a. accidental bodily injury;
- b. sickness;
- c. Mental Illness;
- d. Substance Abuse; or
- e. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your occupation does not alone mean that You are Disabled.]

[Own Occ/Reasonable Alternative/Any Occ

Disability or Disabled means:

1. during the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation;
2. for the [6] months following the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result of Your Current Monthly Earnings are less than [60]% of Your [Indexed] Pre-disability Earnings;
3. after that, for the next [12] months, You are prevented from performing the Essential Duties of Your Occupation or a reasonable alternative position offered to You by the Employer;
4. after that, You are prevented from performing one or more of the Essential Duties of Any Occupation.

Your Disability must be the result of:

- a. accidental bodily injury;
- b. sickness;
- c. Mental Illness;
- d. Substance Abuse; or
- e. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your occupation does not alone mean that You are Disabled.

"Reasonable alternative" means a job position with the Employer, in the same general location, the Essential Duties of which You are able to perform, and that consider Your prior education, training or experience, and with a rate of pay greater than [60]% of Your [Indexed] Pre-disability Earnings.]

Employer means the Group Policyholder [a labor union/ a health & welfare trust fund/ or simply an employer] to which the Group Policy is issued. This certificate is issued subject to the terms of the Group Policy.

Essential Duty means a duty that:

1. is substantial, not incidental; and
2. is fundamental or inherent to the occupation; and
3. can not be reasonably omitted or changed.

[To be at work for the number of hours in Your regularly scheduled workweek is also an Essential Duty.]
[However, to be at work in excess of [30] hours a week is not an Essential Duty.]

[Indexed Pre-disability Earnings] when used in this policy means Your Pre-disability Earnings adjusted annually by adding the lesser of:

1. 10%; or
2. the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made [January 1st] each year after You have been Disabled for 12 consecutive months, and if You are receiving benefits at the time the adjustment is made. [A maximum of [10] adjustments may be made.]

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of [July 31st], and the prior year's CPI-W as of [July 31st], divided by the prior year's CPI-W.]

Mental Illness means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

Monthly Benefit means a monthly sum payable to You while You are Disabled, subject to the terms of the Group Insurance Policy.

Monthly Income Loss is the difference of Your Pre-disability Earnings less Your Current Monthly Earnings.

[For use with proprietorships, partnerships, LLCs, S-Corps]

[Monthly Rate of Basic Earnings [sample 1]] for sole proprietor, partners, members of a limited liability Company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation means:

1. the monthly average of earnings reported as "net earnings from self-employment" for federal income tax purposes for:
 - a. the [1] [calendar] year(s) just prior to the date of Disability; or
 - b. the number of months You were employed in this capacity, if less than above period; and
2. [not] contributions You make through a salary reduction agreement with the Employer to:
 - [a. an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;]
 - [b. an executive non-qualified deferred compensation arrangement; or]
 - [c. a salary reduction arrangement under an IRC Section 125 plan,] for the same period as above.

Monthly Rate of Basic Earnings does not include dividends, capital gains, and returns of capital.]

[Monthly Rate of Basic Earnings [sample 2]] [for other employees] means Your regular monthly rate of pay from the Employer just prior to the date You become Disabled:

1. [not] including contributions You make through a salary reduction agreement with the Employer to:
 - [a. an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;]
 - [b. an executive non qualified deferred compensation arrangement;] or
 - [c. a salary reduction arrangement under an IRC Section 125 plan;]
2. [including [Bonuses][and][Commissions];]
3. [not including:
 - a. expense reimbursements;
 - b. overtime pay, [or]
 - c. Bonuses;] [or]
 - d. Commissions]],

for the same period as above.]]

[Standard without commissions or bonuses]

[Monthly Rate of Basic Earnings [sample 3] [for other employees] means Your regular monthly rate of pay from the Employer just prior to the date You become Disabled:

1. [not] including contributions You make through a salary reduction agreement with the Employer to:
 - [a. an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;]
 - [b. an executive non qualified deferred compensation arrangement;]
 - [c. a salary reduction arrangement under an IRC Section 125 plan;]
2. not including:
 - a. overtime pay;
 - b. expense reimbursements; or
 - c. Bonuses; or
 - d. Commissions,

for the same period as above.]

[Used when benefit is based on prior years earnings]

[Monthly Rate of Basic Earnings [sample 4] [for other employees] means Your average monthly rate of pay from the Employer for the [2] [calendar] year(s) ending just prior to the date You become Disabled, or over the number of calendar months of employment if less than this period:

1. including [Bonuses][and][Commissions];
2. [not] including contributions You make through a salary reduction agreement with the Employer to:
 - [a. an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;]
 - [b. an executive non qualified deferred compensation arrangement;]
 - [c. a salary reduction arrangement under an IRC Section 125 plan;]
3. not including:
 - a. overtime pay;
 - b. expense reimbursements;

for the same period as above.]

[Used when benefit based on current earnings plus average commissions/bonuses.]

[Monthly Rate of Basic Earnings [sample 5] [for other employees] means Your regular monthly rate of pay from the Employer just prior to the date You become Disabled:

1. including [Bonuses][and][Commissions];
2. [not] including contributions You make through a salary reduction agreement with the Employer to:
 - [a. an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;]
 - [b. an executive non qualified deferred compensation arrangement;]
 - [c. a salary reduction arrangement under an IRC Section 125 plan;]
3. not including:
 - a. overtime pay;
 - b. expense reimbursements;
 - c. for the same period as above.]

[Other Income Benefits mean the amount of any benefit for loss of income, provided to You [or to Your family], as a result of the period of Disability for which You are claiming benefits under the Policy. This includes any such benefits that are provided to You, [to Your family,] or to a third party on Your behalf, pursuant to any:

- [1. temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law, or substitutes or exchanges for such benefits;]
- [2. governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;]
- [3. plan or arrangement of coverage, [other than income from any accumulated sick time, salary continuation or paid time off,] whether insured or not, that is received from the Employer as a result of employment by or association with the Employer or that is the result of membership or association with any group, association, union or other organization;]
- [4. any income You received from the Employer as a result of any accumulated sick time salary continuation or paid time off, that causes the monthly benefit, plus Other Income Benefits to exceed [60]% of Your

Monthly Earnings. The amount in excess of [60]% of Your Monthly Earnings will be used to reduce the Monthly Benefit];

[5. mandatory "no-fault" automobile insurance plan;]

[6. disability benefits under:

- a. the United States Social Security Act, or alternative plan offered by a state or municipal government;
- b. the Railroad Retirement Act;
- c. the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan, or any provincial pension or disability plan; or
- d. a similar plan or act

that You [,Your spouse and children,] are eligible to receive because of Your Disability; or]

[7. disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:

- a. that begins after You become Disabled; or
- b. if You were receiving the benefit before becoming Disabled, the amount of any increase in the benefit that is attributed to Your Disability.]]

[Other Income Benefits also mean any payments that are made to You, Your family, or to a third party on Your behalf, pursuant to any:

[1. disability benefit under the Employer's Retirement Plan if elected by You or it does not reduce the amount of Your accrued annuity or pension benefits then funded;]

[2. temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law, or substitutes or exchanges for such benefits;]

[3. retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:

- a. You were receiving it prior to becoming Disabled; or
- b. You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your [after-tax] contributions);]

[4. retirement benefits under:

- a. the United States Social Security Act, or alternative plan offered by a state or municipal government;
- b. the Railroad Retirement Act;
- c. the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan, or any provincial pension or disability plan; or
- d. a similar plan or act

that You [,Your spouse and children,] receive because of Your retirement, unless You were receiving them prior to becoming Disabled.]]

[If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

1. the amount attributed to loss of income; and
2. the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, [and the time period to be [12] months.] We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.]

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

1. takes effect after the date benefits become payable under the Policy; and
2. is a general increase that applies to all persons who are entitled to such benefits.

[Participant Employer means an employer whose employees are members of a [labor union/health & welfare trust fund] that is the Group Policyholder. An employee of a Participant Employer will be treated as an employee of the Group Policyholder/Employer for purposes of this policy.]

Physician means a person who is:

1. a doctor of medicine, osteopathy, psychology, or other healing art recognized by Us; and
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license; and
4. not a member of Your immediate family.

Policy means the Policy that we issued to the Policyholder under the Policy Number shown on the cover page.

Pre-disability Earnings means Your Monthly Rate of Basic Earnings in effect on the day before You became Disabled.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

Regular Care of a Physician means You are attended by a Physician, who is not You or related to You:

1. with medical training and clinical experience suitable to treat Your disabling condition; and
2. whose treatment is:
 - a. consistent with the diagnosis of the disabling condition; and
 - b. according to guidelines established by medical, research, and rehabilitative organizations; and
 - c. administered as often as needed,to achieve the maximum medical improvement.

[Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and that is not funded wholly by Your contributions. It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k), or 403(b) plan.]

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

We, Us, Our, the Company or Amalgamated means Amalgamated Life Insurance Company

You, Your or Yours means the Insured; the person to whom a certificate is issued.

Your Own Occupation (Own Occ) means Your occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

ELIGIBILITY

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

When will You become eligible?

You will become eligible for coverage on either:

1. the Policy Effective Date, if You have completed the Eligibility Waiting Period; or if not
2. the date on which You complete the Eligibility Waiting Period.

All Eligible Persons will be added to such class for which they are eligible.

See the Schedule of Insurance for the Eligibility Waiting Period.

ENROLLMENT

(non-contributory or core-buy-up plans)

[How do You enroll?

Eligible Persons will be enrolled automatically by the Employer [for Option 1].]

(contributory plans)

[How do You enroll?

To enroll for the Policy [or another Option], You must provide:

1. paper form (complete and sign a group insurance enrollment form that is satisfactory to Us and deliver it to the Employer); or
2. voice recording of pertinent enrollment information; or
3. electronically submit enrollment information acceptable to Us.

If You do not enroll within [31] days after becoming eligible, or if You were eligible under a Prior Policy and did not enroll and later choose to enroll for this Policy [or if You enroll for a Monthly Benefit Amount greater than the Guaranteed Issue Amount] the following limitations will apply to a later enrollment:

1. you must submit Evidence of Insurability satisfactory to us;
2. you may not enroll until:
 - a. you have a Change in Family Status; [or]
 - [b. an Annual Enrollment Period.]

Any such enrollment must be made [during the Annual Enrollment Period or] within [31] days of the Change in Family Status.

[The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.]]

What constitutes a Change in Family Status?

A Change in Family Status means:

1. Your marriage; or
2. the birth or adoption of a child; or becoming the legal guardian of a child; or
3. [the death or divorce of Your spouse; or]
4. [the death or emancipation of a child.]

EVIDENCE OF INSURABILITY

What is Evidence of Insurability?

If You are required to submit Evidence of Insurability, it may include but will not be limited to the following::

1. a complete and signed health and medical history form provided by Us;
2. submitting to a medical examination, if requested;
3. providing any additional information and attending physicians' statements that We may require; and
4. furnishing all such evidence at Your own expense.

We will then determine if You are insurable under the Policy.

WHEN COVERAGE STARTS

When does Your coverage start?

[If You are not required to contribute toward the Policy's cost [for benefit amounts not requiring Evidence of Insurability], Your coverage will start on the date You become eligible. [For benefit amounts requiring satisfactory Evidence of Insurability, Your coverage will start on the date We approve such evidence.]]

[If You must contribute towards the Policy's cost, Your coverage will start on the earliest of the date determined below:

1. the date You become eligible [for benefit amounts not requiring satisfactory Evidence of Insurability], if You enroll or have enrolled by then;
2. the date on which You enroll [for benefit amounts not requiring satisfactory Evidence of Insurability], if You do so within 31 days after the date You are eligible; or
3. the date We approve Your Evidence of Insurability, if You are required to submit Evidence of Insurability; or
4. the [first] day of the month following the Annual Enrollment Period if You enroll [for benefit amounts not requiring satisfactory Evidence of Insurability] during an annual Enrollment Period.]]

[You may have the option to enroll by paper, voice recording, or electronically, as described under the How Do You Enroll? section of the Enrollment Provision.]

DEFERRED EFFECTIVE DATE

When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?

If You are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. mental illness; or
5. Substance Abuse,

on the date Your insurance or increase in coverage would otherwise have become effective, Your effective date will be deferred. Your insurance, or increase in coverage will not become effective until You have been Actively at Work for one full work day.

CHANGES IN COVERAGE

[Can You change benefit options?

You may change to an option providing increased or decreased benefits, without Evidence of Insurability, only:

1. within 31 days of a Change in Family Status; [or]
- [2. during an Annual Enrollment Period.]

You may decrease coverage, or increase coverage to a higher option. An increase in coverage [that is greater than the next higher option] will be subject to Your submission of Evidence of Insurability that meets Our approval.]

[When will a requested change in benefit options take effect?

[If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

1. the [first] day of the month following the Annual Enrollment Period; or
2. the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

1. the date You enroll for the change; or
2. the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the limitations stated in the Deferred Effective Date provision [and the Pre-existing Conditions Limitations provision.]

Do coverage amounts change if there is a change in Your class or Your rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Full-time [Employee]; and
2. are not absent from work due to being Disabled.

If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Rate of Basic Earnings will become effective until the date We receive notice of the change.

What happens if the [Employer] changes the Policy?

Any increase or decrease in coverage because of a change in the Policy of insurance will become effective on the date of the change, subject to the following limitations on an increase:

1. the Deferred Effective Date provision; and
2. Pre-existing Conditions Limitations;

will apply.

EXCLUSIONS

What disabilities are not covered?

The Policy does not cover, and no benefit shall be paid for any Disability:

- [1. War or any act of war, whether declared or undeclared.]
- [2. Taking a poison or asphyxiation from or inhaling of gas, or intentionally taking narcotics, drugs, barbiturates, hallucinogenic drugs, alcohol or any combination of these when not administered on the advice of a physician.]
- [3. Intentionally self inflicted injury.]
- [4. Suicide or attempted suicide.]
- [5. Injury sustained while engaged in or taking part in aeronautics and/or aviation of any description or resulting from being in an aircraft, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.]
- [6. Commission of or participation in a felony, a riot or an insurrection.]
- [7. Disability to which a contributing case was your being engaged in an illegal occupation.]
- [8. Sickness or injury for which workers' compensation benefits are provided.]
- [9. Injury occurring, or illness beginning while You are on full-time service in the Armed Forces or units auxiliary thereto. We will refund pro-rata, upon notice, any premium paid for a period for which no coverage has been provided as a result of this exclusion.]

[If You are receiving or are eligible to receive benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
 2. was terminated before the Effective Date of this Policy,
- then no benefits will be payable for that Disability under this Policy.]

[PRE-EXISTING CONDITIONS LIMITATIONS

Are there any other limitations on coverage?

The limitations on benefits for Pre-Existing Conditions serve as a waiting period, and not a complete bar for coverage of those disabilities that arise within the first 12 months of coverage.

The Maximum Duration of Benefits is limited as shown in the Schedule of Insurance. This limitation applies to any period of Disability that is due to, contributed to by, or results from a Pre-Existing Condition, unless such Disability begins:

1. after the last day of [180] consecutive days while insured, during which You received no medical care for the Pre-existing Condition; or
2. after the last day of [365] consecutive days during which You have been continuously insured under this plan.

What is a Pre-existing Condition?

A Pre-existing Condition is one for which medical advice was given, treatment was recommended by or received from a physician, within [6] months before the effective date of an insured's coverage.]

[CONTINUITY FROM A PRIOR PLAN

Is there continuity of coverage from a Prior Plan?

If You were covered under a Prior Plan within 60 days prior to the date your coverage under this plan takes effect, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the date your coverage under this plan takes effect, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

Prior Plan, for the purpose of this provision, means:

1. a plan of group or blanket disability insurance; or
2. an employer-provided disability benefit arrangement,

that provided disability benefits that are substantially similar to the long term disability benefits provided by this plan.

However, the Pre-Existing Conditions Limitation will apply after the Policy Effective Date to the amount of a benefit increase that results from a change in benefit options, a change of class or a change in the Policy.

The amount of the Monthly Benefit payable for a Pre-Existing Condition in accordance with the above paragraph will be the lesser of:

1. the Monthly Benefit that was paid by the Prior Plan; or
2. the Monthly Benefit provided by the Policy.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under the Policy.

If You received Monthly Benefits for Disability under the Prior Plan, and:

1. You returned to work as an Active Full-time [employee] before the Effective Date of the Policy, and
2. within 6 months of the return to work, You have a recurrence of the same Disability under the Policy; and
3. there are no benefits available for the recurrence under the Prior Plan;

the Elimination Period of the Policy, that would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

In determining whether the Pre-Existing Condition Limitation will apply to You, We will credit the time You were previously covered under a Prior Plan, if Your Prior Plan was continuous to a date not more than 60 days prior to the Policy Effective Date of this policy. Such credit shall apply to the extent that Your Prior Plan had coverage or level of benefits substantially similar to the coverage or level of benefits under the Group Insurance Policy.

Prior Plan means a previous group disability policy or employer-provided disability benefit arrangement under which You were covered.]

TERMINATION

When does Your coverage terminate?

You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the policy no longer insures Your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which You make any required premium contribution, if You fail to make any further required contribution;]
5. the date You cease to be an Active Full-time [Employee] in an eligible class including:
 - [a. family or medical leave; or]
 - [b. temporary layoff; or]
 - [c. leave of absence]]
6. a general work stoppage (including a strike or lockout);]
7. the last day of the month immediately following the date Your Employer terminates Your Employment;]
8. the date the Employer ceases to be a Participant Employer].

Does coverage continue during a leave of absence for military service?

If you enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to [8 weeks][,or longer if required by other applicable law]. [If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Does Your coverage continue if Your employment terminates because You are Disabled?

If You are Disabled and You cease to be an Active Full-time [Employee], Your insurance will be continued:

1. during the Elimination Period while You remain Disabled by the same Disability; and
2. after the Elimination Period for as long as You are entitled to benefits under the Policy.

Must premiums be paid during a Disability?

No premium will be due for You:

1. after the Elimination Period; and
2. for as long as benefits are payable.

Do benefits continue if the Policy terminates?

If You are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as You remain Disabled by the same Disability, but
2. will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of the Group Insurance Policy for any reason will have no effect on Our liability under this provision.

[May coverage be continued during a family or medical leave?

[If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, the Employer may continue Your insurance for up to 12 weeks, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

1. the leave authorization is in writing;
2. the required premium for You is paid; and
3. Your benefit level, or the amount of earnings upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
 - a. the leave terminates prior to the agreed upon date;
 - b. the termination of the Group Insurance Policy;

- c. non-payment of premium when due by the Policyholder or You;
- d. the Group Insurance Policy no longer insures Your class.
- e. [Your employer ceases to be a Participant Employer.]]

[May your coverage be continued during a temporary lay-off?

If You are temporarily laid off, the [Employer] may continue your insurance for [1 month] following the month coverage would have terminated subject to the following:

- 1. the required premium must be paid;
- 2. Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said lay-off commenced; and
- 3. such continuation will cease immediately if one of the following events should occur:
 - a. the lay-off becomes permanent;
 - b. the termination of the Group Insurance Policy;
 - c. non-payment of premium when due by the Policyholder or you;
 - d. the Group Insurance Policy no longer insures your class; or
 - [e. your [Employer] ceases to be a Participant Employer, if applicable.]]

[May your coverage be continued during a leave of absence?

If You are granted a leave of absence, the [Employer] may continue your insurance for [1 month] following the month coverage would have terminated subject to the following:

- 1. the leave authorization is in writing, or is documented as a leave for military purposes;
- 2. the required premium must be paid; and
- 3. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said leave commenced; and
- 4. such continuation will cease immediately if one of the following events should occur:
 - a. the leave terminates prior to the agreed upon date;
 - b. the termination of the Group Insurance Policy;
 - c. non-payment of premium when due by the Policyholder or you;
 - d. the Group Insurance Policy no longer insures your class; or
 - [e. your [Employer] ceases to be a Participant Employer, if applicable.]]

DISABILITY BENEFITS

When do benefits become payable?

You will be paid a monthly benefit if:

- 1. You become Disabled while insured under the Policy;
- 2. You are Disabled throughout the Elimination Period;
- 3. You remain Disabled beyond the Elimination Period;
- 4. You are, and have been during the Elimination Period, under the Regular Care of a Physician; and
- 5. You submit Proof of Loss satisfactory to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

When will benefit payments terminate?

We will terminate benefit payment on the first to occur of:

- 1. the date You are no longer Disabled as defined;
- 2. the date You fail to furnish Proof of Loss, when requested by Us;
- 3. the date You are no longer under the Regular Care of a Physician, or refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 4. the date of Your death;
- 5. the date Your Current Monthly Earnings:

- [a. are equal to or greater than [60]% of Your [Indexed] Pre-disability Earnings [if You are receiving benefits for being Disabled from Your Occupation [or a reasonable alternative];] [or]
- [b. exceed an amount that is equal to [the product of Your [Indexed] Pre-disability Earnings and the [Initial] Benefit [Period] Percentage], if You are receiving benefits for being Disabled from Any Occupation;]
- [6. the date You refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition;]
- [7. the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - [a. modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation, [or a reasonable alternative];
 - [b. adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation, [or a reasonable alternative];
 - [c. modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being Disabled from Any Occupation;] or
 - [d. adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being Disabled from Any Occupation;] provided, a qualified Physician agrees that such modifications, adaptive equipment, or Rehabilitation program, accommodate Your medical limitations;]
- [8. the date You receive retirement benefits from any employer's Retirement Plan, unless:
 - a. You were receiving them prior to becoming Disabled;
 - b. You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement; or]
- 9. the date determined by the Maximum Duration of Benefits Table shown in the Schedule of Insurance; [or]
- 10. the date no further benefits are payable under any provision in the Policy that limits benefit duration.

[MENTAL ILLNESS BENEFIT LIMITATION

Are benefits limited for Mental Illness?

If You are Disabled because of:

- 1. Mental Illness that results from any cause;
- 2. any condition that may result from Mental Illness;

then, subject to all other Policy provisions, benefits will be payable:

- 1. only for so long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition[; or]
- [2. when You are not so confined, a total of [12] months for all such Disabilities during Your lifetime.]]

[SUBSTANCE ABUSE BENEFIT LIMITATION

Are benefits limited for alcoholism or Substance Abuse?

If You are Disabled because of:

- 1. alcoholism; or
- 2. the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

then, subject to all other Policy provisions, benefits will be payable [for as long as][for up to [36] months, provided] You are:

- 1. confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2. actively participating in a Rehabilitation program approved by Us.]

RECURRENT DISABILITY

What happens if You return to work but become Disabled again?

[Attempts to return to work as an Active Full-time [Employee] during the Elimination Period will not interrupt the Elimination Period, provided no more than [5] such return-days are taken. Any day You were Actively at Work will not count towards the Elimination Period.]

[Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, provided the number of days You return to work as an Active Full-Time [Employee] are less than one-half (1/2) the number of days of Your Elimination Period shown in the Schedule of Insurance. Any day of a period of Recovery will not count towards the Elimination Period]

After the Elimination Period, when a return to work as an Active Full-time [Employee] is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within [3] months of the return to work,

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force [and Your Employer continues to participate in such policy].

If You return to work as an Active Full-time [Employee] for [3] months or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

The term "Period of Disability" as used in this provision means a continuous length of time during which You are Disabled under the Policy.

The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance.

[CALCULATION OF MONTHLY BENEFIT *[standard, Direct with Return to Work]*

How are Disability benefits calculated [during the Initial Benefit Period]?

Return to Work Incentive

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12] months beginning when You first start such work as follows:

1. Multiply Your Pre-disability Earnings by the [Initial] Benefit Percentage [for which You enrolled]; and
2. compare the result with the Maximum Benefit [for which You enrolled] shown in the Schedule of Insurance; and
3. from the lesser amount deduct Other Income Benefits.

Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100]% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess.]

If You are Disabled and not receiving benefits under the Return to Work incentive, [during the Initial Benefit Period,] We will calculate Your Monthly Benefit as follows:

1. Multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage [for which You enrolled] shown in the Schedule of Insurance; and
2. Compare the result with the Maximum Benefit [for which You enrolled] shown in the Schedule of Insurance, and
3. from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

[During the Continuing Benefit Period, if [You are not receiving benefit payments under the Return to Work Incentive, but] You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal [employees], We will determine Your Monthly Benefit as follows:

1. Multiply Your Monthly Income Loss by the Initial Benefit Percentage [for which You enrolled]; and
2. Compare the result with the Maximum Benefit [for which You enrolled] shown in the Schedule of Insurance, and
3. from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.]

[During the Continuing Benefit Period, if You are not receiving benefits [under the Return to Work Incentive, or] under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal [employees], We will determine Your Monthly Benefit as follows:

1. multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage [for which You enrolled] shown in the Schedule of Insurance;
2. multiply Your Monthly Income Loss by the Initial Benefit Percentage [for which You enrolled], and deduct all Other Income Benefits;
3. deduct all Other Income Benefits from the Maximum Benefit [for which You enrolled] shown in the Schedule of Insurance.

The result of the calculation giving the least amount is Your Monthly Benefit.]]

**[CALCULATION OF MONTHLY BENEFIT
[Alternate with Backdoor and Return to Work]**

How are Disability benefits calculated?

Return to Work Incentive

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 months beginning when You first start such work as follows:

1. Multiply Your Pre-Disability Earnings by the Benefit Percentage shown in the Schedule of Insurance; and
2. Multiply Your Pre-disability Earnings by the Secondary Benefit Percentage shown in the Schedule of Insurance, and from this product subtract all Other Income Benefits;
3. Compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100]% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess.]

[If You are unable to work or after 12 months of working under the Return to Work Incentive, We will calculate Your Monthly Benefits as follows:

1. Multiply Your Monthly Income Loss by the Benefit Percentage shown in the Schedule of Insurance;
2. Multiply Your Monthly Income Loss by the Secondary Benefit Percentage shown in the Schedule of Insurance, and from this product subtract all Other Income Benefits;
3. Identify the Maximum Benefit shown in the Schedule of Insurance;

The calculation giving the least amount is Your Monthly Benefit.]]

**[CALCULATION OF MONTHLY BENEFIT
[Alternate with Backdoor/ No Return to Work]**

How are Disability benefits calculated?

If You are Disabled after the Elimination Period, We will calculate Your Monthly Benefit as follows:

1. multiply Your Monthly Income Loss by the Benefit Percentage shown in the Schedule of Insurance;
2. multiply Your Monthly Income Loss by the Secondary Benefit Percentage shown in the Schedule of Insurance, and from this product subtract all Other Income Benefits; and
3. identify the Maximum Benefit shown in the Schedule of Insurance.

The calculation giving the least amount is Your Monthly Benefit.]

**[CALCULATION OF MONTHLY BENEFIT
[Direct/ No Return to Work]**

How are Disability benefits calculated [during the Initial Benefit Period]?

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefit [during the Initial Benefit Period] as follows:

1. multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage [for which You enrolled];
2. compare the result with the Maximum Benefit [for which You enrolled]; and
3. from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.]

CALCULATION OF MONTHLY BENEFIT

What happens if the sum of the Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of Pre-disability Earnings?

We will reduce Your Monthly Benefit by the amount of the excess. [However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.]

If overpayment occurs, We may recover all or any portion of an overpayment by reducing or withholding future benefit payments [, including the Minimum Monthly Benefit].

[Minimum Monthly Benefit

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.]

How is the benefit calculated for a period of less than a month?

If a Monthly Benefit is payable for less than a month, We will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Benefit percentages and maximums are shown in the Schedule of Insurance.

[After the Initial Benefit Period expires, is there any allowance if You are ineligible for Social Security?

If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal [employees]:

1. was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Percentage [for which You enrolled]; or
2. is still pending at the time the Initial Benefit Period expires, benefits may be advanced at the Initial Benefit Period Percentage [for which You enrolled] until the earlier to occur of:
 - a. the 12th month following the expiration of the Initial Benefit Period; or
 - b. the final adjudication of Your claim for Social Security Disability Benefits.

This advance of benefits would be subject to Your written promise to repay the additional amount received and evidence that Your good faith claim is pending.]

REHABILITATION

What is Rehabilitation?

Rehabilitation is a process of working together to plan, adapt, and put into use, options and services to meet Your return to work needs.

[Rehabilitation is required to receive benefits under this Policy.]

A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
 - a. support groups;
 - b. physical therapy;
 - c. occupational therapy;
 - d. speech therapy;
4. work-place modification to the extent not otherwise provided;
5. job placement[; and]
- [6. transitional work, and similar services.]

[FAMILY CARE CREDIT *[optional benefit]*]

What if You must incur expenses for Family Care Services in order to participate in a program of rehabilitative employment?

If You are working as part of a Rehabilitation program, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from such employment, subject to the following limitations:

1. Family Care means the care or supervision of:
 - a. Your children under age 13; or
 - b. a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
2. The maximum monthly deduction allowed for each qualifying child or family member is:
 - a. [≤\$350] during the first [6] months of the Rehabilitation program; and
 - b. [≤\$175] thereafter; but in no event may the deduction exceed the amount of Your monthly earnings;
3. Family Care Credits may not exceed a total of [\$2,500] during a calendar year.
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. The credit will cease on the first to occur of the following:
 - a. You are no longer in a Rehabilitation program; or
 - b. Family Care Credits for [12] months have been deducted during Your Disability; and
7. No Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under the policy if Your Current Monthly Earnings, before the deduction of the Family Care Credit are equal to or greater than [60]% of Your [Indexed] Pre-disability Earnings.

Any work as part of a Rehabilitation program must be approved, in writing, by Us.]

**[SURVIVOR BENEFIT
*[Optional Lump-Sum Benefit]***

Will Your survivors receive a benefit if You should die while receiving Disability Benefits?

If You die while receiving benefits under the Policy, a Survivor Benefit will be payable to:

1. Your surviving Spouse or Domestic Partner; or
2. Your surviving Child(ren), in equal shares, if there is no surviving Spouse or Domestic Partner; or

If a minor Child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.

The Benefit is one payment of an amount that is [3] times the lesser of:

1. Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
2. the Maximum Monthly Benefit shown in the Schedule of Insurance [for which You are enrolled].

If there is no surviving spouse or Domestic Partner or Child(ren), payment will be made to Your estate, unless there is none. In this case, no payment will be made.]

**[SURVIVOR BENEFIT
*[Optional Flat Benefit]***

Will Your survivors receive a benefit if You should die while receiving Disability Benefits?

If You die while receiving benefits under the Policy, a Survivor Benefit in the amount of [\$5,000] will be payable to:

1. Your surviving Spouse [or Domestic Partner]; or
2. Your surviving Child(ren), in equal shares, if there is no surviving Spouse [or Domestic Partner]; or
3. Your estate, if there is no surviving Spouse [or Domestic Partner] or Child(ren).

If a minor Child is entitled to benefits, We may, at Our option make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.]

**[SURVIVOR INCOME BENEFIT
*[Optional Monthly Installment Benefit]***

Will Your survivors receive any benefits if You should die while receiving Disability Benefits?

If You die while receiving benefits under the Policy, and You received at least [6] monthly payments before Your death, a Survivor Income Benefit will be payable to:

1. Your surviving Spouse [or Domestic Partner]; or
2. Your surviving Child(ren), in equal shares, if there is no surviving Spouse [or Domestic Partner]; or
3. Your estate, if there is no surviving Spouse [or Domestic Partner] or Child(ren).

If a minor Child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.

The Benefit payable is [75]% of the lesser of:

1. Your Monthly Income Loss Multiplied by the Benefit Percentage [in effect on the date of Your death]; or
2. the Maximum Monthly Benefit shown in the Schedule of Insurance [for which You are enrolled].

This Benefit is payable on a monthly basis for the [12] months following Your death.]

The following terms apply to this Benefit:

1. "Spouse" means Your wife or husband [or Domestic Partner] who:
 - a. is mentally competent; and
 - b. was not legally separated from You at the time of Your death.
2. "Child" means Your son or daughter under age [19] [who is dependent on You for financial support).]

[To be eligible for a benefit payment, any person claiming to be a Domestic Partner may be required to verify, under oath, and to Our satisfaction, the facts and circumstances demonstrating the validity and existence of the domestic partnership, such as providing: (1) registration as a domestic partnership with You, or in the case of retirees living outside of New York City, an alternative affidavit of domestic partnership with You; (2) proof of cohabitation (e.g. driver's license, tax return or other sufficient proof); and (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 interdependence with You under the circumstances of the particular case.]

**[EXTENDED EARNINGS PROTECTION BENEFIT
[Optional benefit]**

Will benefits continue to be paid after the return to Active Full Time Employment if earnings are less than Pre-Disability Earnings?

This benefit protects Your earnings level after You have returned to Active Full time Work following a period of Disability. To qualify for this Extended Earnings Protection Benefit, You must:

1. have been Disabled under the Policy and received a Monthly Benefit from Us; and
2. now be working full-time for the Employer or another employer; and
3. performing all the essential duties of Your or another occupation; and
4. as a result of having been so Disabled, are currently earning less than [60]% of Your Pre-disability Earnings; and
5. each month, provide to Us satisfactory proof of Your current monthly earnings.

What will the benefit be?

The Extended Earnings Protection Benefit will be the lesser of:

1. The Maximum Monthly Benefit shown in the Schedule of Insurance [for which You are enrolled]; or
2. Your earnings loss multiplied by the [Initial] Benefit [Period] Percentage [for which You are enrolled].

Your earnings loss is the difference of Your Pre-disability Earnings minus Your Monthly Rate of Basic Earnings following Your Disability.

How long will the benefit be paid?

The Extended Earnings Protection Benefit will cease to be paid on the first to occur of the following:

1. the date benefits have been payable for a maximum duration of [3] months; or
2. the date You are earning [60]% of Your Pre-disability Earnings; or
3. the date You fail to submit to Us satisfactory proof of Your current monthly earnings.]

**[ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT
[Optional benefit]**

What benefits are payable for dismemberment or loss of sight due to an accidental bodily injury?

If You suffer an accidental bodily injury while insured, and a loss listed in the Schedule below results directly from such injury within [90 days] after the date of the accident causing the injury; the Monthly Benefit for Disability will be payable after the Elimination Period for at least the number of months shown in the Table. The benefit amount is the lesser of:

1. The Maximum Monthly Benefit [for which You are enrolled]; or
2. Your Pre-Disability Earnings multiplied by the [Initial] Benefit [Period] Percentage [for which You are enrolled].

TABLE

For Loss of:	Minimum Number of Monthly Benefit Payments
[Both Eyes	[46]
Both Hands or Both Feet	[46]
One Hand and One Foot	[46]
One Hand and One Eye	[46]
One Foot and One Eye	[46]
One Hand or One Foot	[23]
One Eye	[15]
Thumb and Index Finger of Either Hand]	[12]

Loss of a hand or foot means that it is completely cut off at or above the wrist or ankle joint. Loss of an eye means that sight in the eye:

1. is completely lost; and
2. cannot be recovered or restored.

Loss of a thumb or index finger means an actual severance through or above the metacarpophalangeal joint.

If You incur more than one of the listed losses as the result of the same accident, the number of monthly benefit payments that You will receive will be limited to the loss for which the greatest number of monthly benefit payments are provided in the Schedule.

Benefits may continue to be payable to You after the Minimum Number of Monthly Benefit Payments have been made if You are then Disabled.

If You die after the Elimination Period, but before the minimum number of monthly benefit payments have been made, the remaining monthly benefit payments will be made to Your estate.]

**[PENSION CONTRIBUTION BENEFIT
[Optional benefit]**

Does the Policy also cover contributions to a Pension Plan?

If You:

1. become Disabled while You are covered under this Pension Contribution Benefit;
2. remain Disabled for 365 days of one continuous period of Disability; and
3. are receiving a Monthly Benefit under the Policy,

a Pension Contribution Benefit will be payable to the trustee or administrator of Your Pension Plan for deposit to Your pension account. The Pension Contribution Benefit amount will be the least of:

1. up to [15]% of Your Pre-disability Earnings;
2. up to [\$2,500];
3. the amount of the average monthly tax deferred contributions the Employer made to Your Pension Plan during the 12 calendar months prior to becoming Disabled.

Payments under this benefit are made according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. Any such payment that cannot be paid to the trustee or administrator of Your Pension Plan will be paid to a deferred annuity account designated by You.

How long will payments be made under this benefit?

No Pension Contribution Benefit will be payable after Your Monthly Benefit for Disability ends for any reason.

Pension Plan means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension plan, profit sharing plan, or other plan approved by Us, in which You are participating as a result of Your employment with the Employer.]

**[COST-OF-LIVING ADJUSTMENT
[Optional benefit]**

Your Monthly Benefit for Total Disability may increase in accordance with the Cost-of-Living formula described below. The Cost-of-Living Adjustment is made each year on [January 1st]. Your Monthly Benefit may increase under this formula provided You:

1. have been Disabled for [12] consecutive months and
2. are receiving a Benefit when the Cost-of-Living Adjustment is made.

What is the Cost-of-Living Formula?

To apply the Cost-of-Living Formula:

1. determine the lesser of:
 - a. [3] %; or
 - b. [1/2] the percentage change in the Consumer Price Index;
2. multiply the resulting percentage (%) times the Monthly Benefit for Disability being received; and
3. add the resulting amount to Your Monthly Benefit.

How long will Cost-of-Living Adjustments continue?

No Cost-of-Living Adjustment will be made after You cease to be Totally Disabled[, or You have received [10] adjustments] or the Policy terminates..

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of [July 31], and the prior year's CPI-W as of [July 31], divided by the prior year's CPI-W.

Totally Disabled, when used in this benefit, means that because of being Disabled, Your Current Monthly Earnings are less than [20]% of Your Pre-disability Earnings.]

GENERAL PROVISIONS

Can this Certificate be assigned?

This Certificate is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Certificate.

What happens if facts are misstated?

If material facts about You were not stated accurately:

1. Your premium may be adjusted; and
2. the true facts will be used to determine if and for what amount, coverage should have been in force.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You. All statements made by You and contained in such signed written instrument are representations and not warranties.

When should We be notified of a claim?

You must give Us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as reasonably possible. Such notice must include Your name, Your address and the Group Insurance Policy number. 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.

[If you are Disabled and become eligible for the Activities of Daily Living Benefit, you must file a separate notice of claim within 30 days of becoming eligible as defined herein. A claim for the Activities of Daily Living Benefit is subject to the same processes and procedures as a basic claim.]

Are special forms required to file a claim?

When We receive a Notice of Claim, You will be sent forms for providing Us with Proof of Loss. We will send these forms within 15 days after receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof that fully describes the nature and extent of Your claim.

When will a claim be paid?

When We determine that You

1. are disabled; and
2. eligible to receive benefits;

we will pay accrued benefits at the end of each [month] that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Under what conditions would we decline to renew this Policy?

The Company would decline to renew the Policy if, during the term of the Policy, any of the following situations occur:

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;
3. Less than 100% of the persons eligible for coverage on a Non-contributory Basis are insured; or
4. Less than [75]% of the persons eligible for coverage on a Contributory Basis are insured.
5. Fewer than [10] persons are insured.

If the Company declines to renew the Policy it will provide [31] days written notice to the Policyholder.

What is Proof of Loss?

Proof of Loss may include but is not limited to the following:

1. documentation of:
 - a. the date Your Disability began;
 - b. the cause of Your Disability;
 - c. the prognosis of Your Disability;
 - d. Your Earnings or income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e. evidence that You are under the Regular Care of a Physician;
2. any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations, and treatment notes;
3. the names and addresses of all:
 - a. Physicians and other qualified Medical Professionals You have seen or consulted; and
 - b. hospitals or other medical facilities in which You have been seen and treated; and
 - c. pharmacies that have filled Your prescriptions within the past three years; and
4. Your signed authorization for Us to obtain and release:
 - a. medical, employment and financial information; and
 - b. any other information We may reasonably require;
5. Your signed statement identifying all Other Income Benefits;
6. proof that You and Your dependents have applied for all Other Income Benefits that are available. You will not be required to claim any retirement benefits that You may only get on a reduced basis.

All proof submitted must be satisfactory to Us.

When must Proof of Loss be given?

Written Proof of Loss must be sent to Us within [90 days] after the start of the period for which We owe payment. If Proof of Loss is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give Proof of Loss within the required time; and
2. Proof of Loss is given as soon as possible.

We may request Proof of Loss throughout Your Disability, as reasonably required.

What additional Proof of Loss are We entitled to?

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of the Policy, We have the right to require You to:

1. meet and interview with Our representative; and
2. be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

1. at Our expense; and
2. as reasonably required by Us.

We reserve the right to determine if Your Proof of Loss is satisfactory. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

When must one apply for Social Security Benefits?

Upon Our request, You must apply for Social Security Benefits. You must apply within 45 days from the date of the Company's request. If the Social Security Administration denies Your claim for benefits, You will be required to follow the process established by the Social Security Administration to:

1. request a reconsideration of the denial; and
2. if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals on Your claim for Social Security benefits.

How do We estimate disability benefits under the United States Social Security Act?

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits You [or Your Dependent] may be eligible to receive.

When We determine that You [or Your Dependent] may be eligible for benefits, We may estimate the amount of those benefits. We may reduce Your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security Benefits if:

1. You apply for Social Security disability benefits and pursue all required appeals in accordance with the provision entitled "When must one apply for Social Security Benefits?"; and
2. You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
3. You have signed and returned Our reimbursement agreement that confirms that You agree to repay all overpayments.

If We have reduced Your Monthly Benefit by an estimated amount and:

1. You [or Your Dependent] are later awarded Social Security benefits, We will adjust Your Monthly Benefit when We receive proof of the amount awarded; or
2. Your application for Social Security disability benefits has been denied. We will adjust Your Monthly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If We have not reduced Your Monthly Benefit by an estimated Social Security disability benefit, We will adjust Your Monthly Benefit upon receipt of proof of the amount of Social Security disability benefits awarded.

If We owe You a refund, We will make such refund in a lump sum. If Your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the provision entitled "How do We exercise the right to recover payments?"

When does an overpayment occur?

An overpayment occurs:

1. when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the Policy; or
2. when payment is made by Us that should have been made under another group plan.

This includes, but is not limited to, overpayments resulting from:

1. retroactive awards received from sources listed in the Other Income Benefits definition;
2. failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
3. misstatement;
4. fraud; or
5. any error We may make.

How do We exercise the right to recover overpayments?

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under the Policy.

If benefits are overpaid on any claim, You must reimburse Us within [30 days].

If reimbursement is not made in a timely manner, We have the right to:

1. recover such overpayments from
 - a. You; and
 - b. Your estate

2. reduce or offset against any future benefits payable to You or Your survivors,[including the Minimum Monthly Benefit,] until full reimbursement is made. Payments may continue when the overpayment has been recovered;
3. refer Your unpaid balance to a collection agency; and
4. pursue and enforce all its legal and equitable rights in court.

Who gets the benefit payments?

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

1. Your estate;
2. a person who is a minor; or
3. a person who is not legally competent, then We may pay up to [\$1,000] to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

If a beneficiary is designated, the consent of the beneficiary shall not be required for change of beneficiary, or to any other changes in this Policy.

What notification will You receive if Your claim is denied?

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

What recourse do You have if Your claim is denied?

On any denied claim, You or Your representative may appeal to Us for a full and fair review.

1. You must request a review upon written application within:
 - a. 180 days of receipt of claim denial if the claim requires a determination of disability, or
 - b. 60 days of receipt of claim denial for all other claims; and
2. You may request copies of all documents, records, and other information relevant to Your claim; and
3. You may submit written comments, document, records, and other information relating to Your claim.

We will respond to You in writing with Our final decision on Your claim.

When can legal action be started?

Legal action cannot be taken against Us:

1. sooner than 60 days after due Proof of Loss has been furnished; or
2. more than [3] years after the time written Proof of Loss is required to be furnished according to the terms of the Policy.

What happens if benefits are overpaid?

An overpayment occurs when it is determined that the total amount We have paid in benefits is more than the amount that was due to You under the Policy r when payment is made by Us that should have been made under another Group policy. This includes, but is not limited to, overpayments resulting from:

1. retroactive awards of Other Income Benefits;
2. failure to report, or late notification to Us of Other Income Benefits or earned income;
3. misstatement; or
4. an error We may make.

We have the right to recover from You any amount that is an overpayment of benefits under the Policy. You must refund to Us the overpaid amount. We may also, without forfeiting Our right to collect an overpayment through any means legally available to Us, recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

How do We deal with Insurance Fraud?

Insurance Fraud occurs when You and/or Your Employer, with the intent to injure, defraud or deceive Us, provides Us with false information or files a claim for benefits that contains any false, incomplete or misleading information. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate Insurance Fraud.

[Insert when employee contributes to cost of plan]

[RIGHT TO EXAMINE CERTIFICATE

What rights You have to Examine the Certificate Before You Accept It?

If You are not satisfied for any reason, You may return the Certificate within 31 days after receipt and the premium will be refunded.]

<i>SERFF Tracking Number:</i>	<i>AMAL-127148463</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Amalgamated Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48730</i>
<i>Company Tracking Number:</i>	<i>ALLTDP-10</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>Group Long Term Disability Insurance</i>		
<i>Project Name/Number:</i>	<i>Group LTD/ALLTDP-10</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	05/12/2011
Comments:		
Attachment: Flesch Certificate AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	05/12/2011
Comments: Application forms ALLIDIEOI-AR-10, Evidence of Insurability, ALLIDIE-AR-10, Life/Disability Enrollment Form, and ALLIDIA-AR-10, Group Policy Application, will be used to apply for this policy and certificate. They were approved on 8/19/10 (SERFF tracking number AMAL-126774572).		

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

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.

FORM

SCORE

ALLTDP-AR-10
ALLTDC-AR-10

52.1
50.4

Date: 5/5/11

By: _____



Robert McCready
Assistant Vice President