# Amalgamated Life Insurance Company Home Office: 333 Westchester Avenue, White Plains, NY 10604

Telephone Number: 800-315-9178 - Fax Number: 914-614-9821 www.amalgamatedbenefits.com

#### **GROUP ACCIDENT INSURANCE CERTIFICATE**

Amalgamated Life Insurance Company certifies that, subject to the terms of the group Policy under which this Certificate is issued, you are insured for the benefits as shown in the Certificate Schedule and described in this Certificate.

This Certificate is evidence of your insurance coverage under the Policy. This Certificate provides valuable information about your benefit plan under the group Policy. **Please Read Your Certificate Carefully.** 

The Policy is a contract between us and the Policyholder. It may be modified or terminated without your notice or consent. Everything contained in this Certificate is subject to the provisions, definitions, and exceptions in the Policy. If there is any conflict between this Certificate and the Policy, the Policy will control in all respects. The Policy is on file with the Policyholder and may be examined at any reasonable time.

Insurance takes effect only if you are eligible for it, you elect it and you pay the required premium.

The Policy was delivered in the State of Policy Issue and is governed by its laws.

NOTICE TO BUYER: The Certificate is an accident only Certificate, and it does not pay benefits for loss from sickness. Review Your Certificate carefully. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

**YOUR RIGHT TO EXAMINE THIS CERTIFICATE:** It is important to us that you are satisfied with this Certificate. If you are not satisfied, send it back to us or the agent who sold it to you within thirty (30) days after you have received it. We will refund any premium paid and your coverage under the Policy will be considered to have never been in force.

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

Signed for Amalgamated Life Insurance Company at our Home Office on its effective date.

Paul Mallen President Terry L. Burston Senior Vice-President

GROUP ACCIDENT ONLY INSURANCE CERTIFICATE
24 HOUR COVERAGE
NON-PARTICIPATING – No Dividends

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#### **CERTIFICATE SCHEDULE**

POLICYHOLDER NAME: Local 1980 (Georgia Pacific)

POLICY NUMBER: GVGA01
POLICY EFFECTIVE DATE: 10/01/2024
STATE OF POLICY ISSUE: Georgia
PRIMARY INSURED: Eligible Member

**EFFECTIVE DATE:** First of the month following enrollment

#### **ELIGIBLE CLASSES**

Class 1: All members scheduled to work at least 20 hours per week

Note: Temporary and seasonal employees are not covered under this plan.

#### **ELIGIBILITY WAITING PERIOD**

For persons in an Eligible Class after the Policy Effective Date

#### **SCHEDULE OF BENEFITS**

PLAN TYPE 1: Individual, Individual and Spouse, Individual and Child, or Family (NO RIDERS)

PLAN TYPE 2: Individual, Individual & Spouse, Individual & Child or Family
(With Rider for Individual Members ONLY – NO DEPENDENT RIDER COVERAGE)

PLAN TYPE 3: Individual, Individual & Spouse, Individual & Child or Family
(With Rider for Individual Members ONLY – NO DEPENDENT RIDER COVERAGE)

TYPE OF ACCIDENT: 24 Hour Coverage

BENEFII	AMOUNT	
PRIMARY INSURED		

NON-COMMON CARRIER ACCIDENTAL DEATH ......\$40,000 COMMON CARRIER ACCIDENTAL DEATH ......\$100,000 CATASTROPHIC ACCIDENT .....\$40,000\*

LOSS OF FINGER, TOE, HAND, FOOT, ARM, LEG OR SIGHT OF AN EYE

Loss of one hand, or one foot, or one arm, or one leg, or sight of one eye - \$20,000 Loss of one finger or one toe - \$4,000

#### **SPOUSE**

NON-COMMON CARRIER ACCIDENTAL DEATH .......\$20,000 COMMON CARRIER ACCIDENTAL DEATH ......\$50,000 CATASTROPHIC ACCIDENT .....\$20,000\* LOSS OF FINGER, TOE, HAND, FOOT, ARM, LEG OR SIGHT OF AN EYE

Loss of one hand, or one foot, or one arm, or one leg, or sight of one eye - \$10,000 Loss of one finger or one toe - \$2,000

#### **CHILDREN**

LOSS OF FINGER, TOE, HAND, FOOT, ARM, LEG OR SIGHT OF AN EYE

Loss of one hand, or one foot, or one arm, or one leg, or sight of one eye - \$5,000 Loss of one finger or one toe - \$1,000

<sup>\*</sup> Benefit for Catastrophic Accident decreases by 50% at age 70.

# **ALL INSURED PERSONS**

ACCIDENT FOLLOW-UP	\$50
AIR AMBULANCE	\$600
AMBULANCE	\$200
BLOOD, PLASMA, PLATELETS	

#### **BURNS**

Second degree burns which cover at least 36% of the body surface - \$100

Third degree burns which cover at least 9 square inches of the body surface but not more than 35 square inches - \$100

Third degree burns covering more than 35 square inches of the body surface – \$500

COMA.....\$10,000 CONCUSSION ......\$50

# **DISLOCATION**

CLOSED	OPEN
REDUCTION	REDUCTION
\$4,000	\$4,000
\$2,000	\$2,000
\$1,400	\$1,400
\$1,400	\$1,400
\$1,400	\$1,400
\$1,400	\$1,400
\$1,400	\$1,400
\$1,400	\$1,400
\$1,400	\$1,400
\$1,400	\$1,400
\$120	\$120
	REDUCTION \$4,000 \$2,000 \$1,400 \$1,400 \$1,400 \$1,400 \$1,400 \$1,400 \$1,400 \$1,400

#### **EMERGENCY DENTAL WORK**

Broken teeth repaired with crown(s) - \$100

Broken teeth resulting in extraction(s) - \$50

# **EMERGENCY ROOM TREATMENT- \$250**

# **EYE INJURY**

Surgical Repair - \$100

# **FRACTURE**

BONE	CLOSED REDUCTION	OPEN REDUCTION
Skull (except Bones of Face or Nose)	KEDOOTION	KEDOOTION
Depressed Skull Fracture	\$3,800	\$3,800
Simple Non-depressed skull fracture	\$1,000	\$1,000
Hip	\$4,000	\$4,000
Vertebrae, Body of (excluding Vertebral Processes)	\$0	\$200
Pelvis (Ilium, Ischium, Pubis, Acetabulum except Coccyx)	\$4,000	\$4,000
Thigh (Femur)	\$4,000	\$4,000
Lower Leg (Tibia and / or Fibula)	\$2,200	\$2,200
Sternum	\$100	\$200
Bones of Face (except Nose, Mandible or Maxilla)	\$600	\$600
Upper Jaw, Maxilla (except Alveolar Process)	\$600	\$600
Upper Arm between Elbow and Shoulder (Humerus)	\$2,200	\$2,200
Shoulder Blade	\$2,200	\$2,200
Collarbone	\$1,600	\$1,600
Forearm (Radius and / or Ulna), Hand, Wrist (except Fingers)	\$1,600	\$1,600
Kneecap (Patella)	\$1,600	\$1,600
Foot (except Toes and Heel)	\$1,400	\$1,400
Ankle	\$1,600	\$1,600
Lower Jaw, Mandible (except Alveolar Process)	\$800	\$800
Vertebral Processes	\$100	\$200

Heel	\$100	\$200
Nose	\$600	\$600
Rib	\$280	\$280
Coccyx_	\$280	\$280
Finger, Toe	\$280	\$280
HOSPITAL ADMISSION	¢4	500
HOSPITAL CONFINEMENT PER DAY		
HOSPITAL ICU CONFINEMENT PER DAY	•	
INITIAL OFFICE VISIT	•	
KNEE CARTILAGE (TORN)	φς	,0
With Surgical Repair – \$500		
Exploratory Surgery or Debridement – \$150		
LACERATION		
Total of all lacerations is not more than three inches long	a (less than 7.6 centim	eters) and renaired
by stitches – <b>\$50</b>	g (1033 than 7.0 centility	cicis) and repaired
Total of all lacerations is greater than three and not more t	than 5 inches long (7.6 t	o 12.5 centimeters)
and repaired by stitches – \$50	inan o mones long (7.0 t	0 12.0 (CHIIIICICIS)
Total of all lacerations is over 5 inches long (12.5 centime	eters) and renaired by	etitches _ \$50
LODGING PER DAY		
MAJOR DIAGNOSTIC EXAM	•	
MEDICAL APPLIANCES	•	
OUTPATIENT PHYSICIAN'S TREATMENT	•	
Maximum number of payments per Covered Accident		•
PAIN MANAGEMENT/EPIDURAL		<b>'</b> 5
PARALYSIS	Ψ.	
Hemiplegia – <b>\$0</b>		
Paraplegia – <b>\$7,500</b>		
Quadriplegia – <b>\$15,000</b>		
PHYSICAL THERAPY PER DAY	\$3	30
PROSTHETIC DEVICE/ARTIFICIAL LIMB	•	
One prosthetic device or artificial limb – \$500		
More than one device or artificial limb – \$1,000		
REHABILITATION UNIT PER DAY	\$1	00
RUPTURED DISC WITH SURGICAL REPAIR	\$5	500
SKIN GRAFT	50	% of burn benefit
SURGERY		
Cranial – <b>\$500</b>		
Hernia with Surgical Repair – \$200		
Abdominal/Thoracic With Surgical Repair - \$1,000		
Abdominal/Thoracic Exploratory Surgery – \$150		
Miscellaneous Surgery with general anesthesia – \$100		
TENDON/ LIGAMENT/ ROTATOR CUFF		
	r cuff \$500	
Surgical repair of one or more tendon, ligament or rotato		
If exploratory arthroscopic surgery is performed and no r		100
X-RAY		
A⁻I\A I		00

# **OPTIONAL BENEFIT RIDERS FOR PLANS 2 & 3 ONLY**

## PLAN 1 - NO OPTIONAL BENEFIT RIDER

#### PRIMARY INSURED ONLY

# DISABILITY INCOME ACCIDENT ONLY RIDER (FOR PLANS 2 & 3 ONLY) RIDER EFFECTIVE DATE: 10/01/2024

#### PLAN 2

Monthly Benefit – \$1,000
Elimination Period – 14 days
Benefit Period – 6 MonthsTo Age 65

Monthly Benefit – \$1,000 Elimination Period – 14 days Benefit Period – 12 MonthsTo Age 65

#### PLAN 3

Monthly Benefit – \$1,500
Elimination Period – 14 days
Benefit Period – 6 MonthsTo Age 65

Monthly Benefit – \$1,500 Elimination Period – 14 days Benefit Period – 12 MonthsTo Age 65

# DISABILITY INCOME SICKNESS ONLY RIDER (FOR PLANS 2 & 3 ONLY) RIDER EFFECTIVE DATE: 10/01/2024

# PLAN 2

Monthly Benefit – \$1,000
Elimination Period – 14 days
Benefit Period – 6 MonthsTo Age 65

Monthly Benefit – \$1,000 Elimination Period – 14 days Benefit Period – 12 MonthsTo Age 65

#### PLAN 3

Monthly Benefit – \$1,500 Elimination Period – 14 days Benefit Period – 6 MonthsTo Age 65

Monthly Benefit – \$1,500 Elimination Period – 14 days Benefit Period – 12 MonthsTo Age 65

#### **DEFINITIONS**

**Actively at Work** means you are performing the regular duties of your occupation at your employer's usual place of business and receiving compensation from the employer for work performed. You will be considered Actively at Work on any day that is not your regular scheduled workday as long as you were actively working on your last preceding regular scheduled workday.

**Active Member** means you are 1) eligible for insurance according to the Policyholder's rules of eligibility as approved by our Home Office; and 2) eligible for insurance under the Policy in accordance with the terms and conditions of the Eligibility Section.

**Ambulatory Surgical Center** means a facility, separate from a Hospital, equipped for Physicians to perform surgery on an Outpatient basis and which:

- 1. provides anesthesia administered by a licensed anesthesiologist or licensed nurse anesthetist; and
- 2. has agreements with local Hospitals to immediately accept patients who develop complications.

Calendar Year means the period of time that begins on January 1 and ends on December 31, of the same year.

Catastrophic Loss means an Injury that within 90 days after the Covered Accident results in total and irrecoverable:

- 1. loss of both hands or both feet; or
- 2. loss of both arms or both legs; or
- 3. loss of one hand and one foot; or
- 4. loss of one arm and one leg; or
- loss of the sight of both eyes; or
- 6. loss of the hearing in both ears; or
- 7. loss of the ability to speak.

"Loss of sight" means both eyes are totally blind and that no sight can be restored. "Loss of hearing" means deafness in both ears, such that it cannot be corrected to any functional degree by any procedure, aid or device. "Loss of the ability to speak" means loss of audible communication, such that it cannot be corrected to any functional degree by any procedure, aid or device.

**Coma** means complete unconsciousness with the inability to respond to external or internal stimuli for a continuous period of 24 consecutive hours – 30 consecutive days or more. Coma does not include medically induced coma.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined Or Confinement** means being an inpatient in a medical facility under the direction and supervision of a Physician.

**Covered Accident** is an unintended, unforeseen event causing Injury which:

- 1. occurs after the Effective Date;
- 2. occurs while coverage is in force; and
- 3. is not excluded by name or specific description in this Certificate.

**Dependent** means your Dependent Child or Spouse.

#### **Dependent Child means:**

- The unmarried child of the Primary Insured if the child is under 26 years of Age. "Child" includes a child of blood, marriage or civil union, or named in a court order duly entered who is dependent on the Primary Insured for maintenance and support. This also includes children during pendency of adoption proceedings and stepchildren.
- The unmarried child of the Primary Insured, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, or physical handicap and who became so incapable prior to the age at which dependent child coverage would otherwise terminate.

**Effective Date** means the Effective Date of this Certificate and is the date on which this coverage shall begin. The Effective Date is shown in the Certificate Schedule

**Eligibility Waiting Period** means a continuous period of time (shown in the Certificate Schedule) that you must be in active employment/membership in an Eligible Class before you are eligible for coverage under the Policy.

**Emergency Room** means an area in a Hospital which:

- 1. is engaged in providing, by or under the continuous supervision of Physicians, emergency care of Injuries;
- 2. is staffed and equipped to handle trauma; and
- 3. provides service 24 hours a day by or under the supervision of registered professional nurses.

This definition includes an Urgent Care Facility.

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

- 1. is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located;
- 2. is under the supervision of a medical staff and has one or more physicians available at all times;
- 3. provides 24 hours a day service by registered graduate nurses (RN's); and
- 4. is not, other than incidentally, a place for the aged, a place for the mentally ill, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

Immediate Family means the spouse, father, mother, sons, daughters, brothers or sisters of any Insured Person.

**Injury** means bodily harm caused directly by an accident, independent of sickness, disease, bodily infirmity or any other cause, occurring on or after the Effective Date and while coverage is in force. All injuries sustained in any one accident and all complications and re-occurrences of complications are considered to be a single Injury.

**Insured Person** means any person who has coverage under this Certificate.

Intensive Care Unit (ICU) means a place which is a specifically designated facility of the Hospital that provides the highest level of medical care and is restricted to patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured and the patients must be under constant and continual observation by nursing staffs assigned exclusively to the ICU on a full-time basis. Intensive Care Unit includes Cardiac Intensive Care Units and Infant (neonatal) Intensive Care Unit.

**Leave of Absence** means temporary absence from Active Employment for a period of time under a leave granted in writing by your employer that is in accordance with your employer's formal leave policies. Normal vacation time, holidays, or temporary business closures are not considered a Leave of Absence.

Miscellaneous Surgery means surgery not otherwise covered under a specified benefit in this Certificate.

**Outpatient** means medical tests, treatment, or services from a Hospital, Ambulatory Surgical Center, medical clinic, or Physician's office for which the Insured Person is not charged for room and board.

Paralysis means the complete and total loss of use of two or more limbs (arms or legs) as the result of brain or spinal cord Injury.

Physical Therapist is a person, other than you or an Immediate Family member, who:

- 1. is licensed by the state to practice physical therapy; performs services which are allowed by his license;
- 2. performs services for which benefits are provided by this Certificate; and
- 3. practices according to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a duly licensed practitioner of the healing arts acting within the scope of such license. A Physician may not be you or any Insured Person's Immediate Family member.

**Policy** means the group policy that is issued to the Policyholder.

**Rehabilitation Unit** means a designated area of a hospital or a free-standing facility which is not part of a hospital, which provides physical, occupational or speech therapy on a short term basis.

**Spouse** means the lawful spouse of the Primary Insured. "Spouse" also refers to a partner in any relationship that provides substantially all of the same rights and benefits of marriage, including but not limited to civil union partnerships.

**Urgent Care Facility** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

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

You or your means the person named as the Primary Insured on the Certificate Schedule.

## **ELIGIBILITY AND EFFECTIVE DATE**

#### **Eligibility**

Each person, as described in the Schedule of Benefits, is eligible under the Certificate as an Insured. If you are in an eligible class, you will qualify for insurance on the later of:

- 1. the Effective Date; or
- 2. the day after you complete any applicable Eligibility Waiting Period shown in the Certificate Schedule.

#### **Your Effective Date**

Your insurance becomes effective on the:

- 1. the date you are eligible and Actively at Work/an Active Member;
- 2 the date your enrollment form is received; and
- 3. the date your premium has been received.

If this Certificate replaces coverage from another insurance carrier, and if you were covered by the Prior Policy on its termination date, we will waive the requirement that you be Actively at Work/an Active Member on the date coverage becomes effective.

Your effective date will be delayed if you are not Actively at Work/an Active Member because of Injury or sickness. Your insurance will begin on the date you return to active work/membership.

# **Applicable to Dependents**

# **Dependent Eligibility**

A Dependent will be eligible for coverage on the later of the following dates:

- 1. the day you become eligible for coverage; or
- 2. the day he or she first meets the definition of Dependent.

You may elect Dependent coverage by:

- 1. applying for Dependent coverage within 31 days of the date the Dependent becomes eligible or during any open enrollment period; and
- 2. completing any required form for payroll deduction or premium payment.

If you and your Spouse are both eligible as an employee or member, your Dependent Child may be insured as a Dependent of either you or your Spouse, but not both.

#### **Dependent Effective Date**

The Effective Date of coverage for each eligible Dependent will be on the first day of the month that coincides with or next follows:1, Our acceptance of the application; and

2. Our receipt of the first premium.

However, if on such date your coverage has not yet taken effect, the Effective Date for Dependent coverage will be the same as your Effective Date.

## **Newborn or Newly-Adopted Child Effective Date**

Coverage for a newborn, a newly adopted child, or a child for whom you are appointed the legal guardian, will become effective automatically on the day he or she is born, the day the child is placed into custody for adoption or the day a court enters an order appointing You the legal guardian of the child, as long as You have Dependent coverage in force on that date.

If this Certificate was issued without Dependent coverage, the Dependent Child will be automatically covered for 60 days. In order to continue the child's coverage:

- 1. You must notify us by the end of the 60 day period of the addition of such child; and
- 2. You must elect Dependent coverage, and pay any applicable additional premium.

#### **EXCLUSIONS AND LIMITATIONS**

- 1. Benefits will not be paid for services rendered by a member of the Immediate Family of the Insured Person.
- 2. Benefits will not be paid for treatment received outside the United States or its territories.
- 3. We will not pay benefits for an accident that is caused by or occurs as a result of an Insured Person(s):
  - a. voluntary intoxication or while under the influence of any narcotic unless administered by, or taken according to, the Physician's instructions (the term intoxicated refers to that condition as defined by the law of the jurisdiction in which the accident occurred);
  - b. participating in an illegal activity that is defined as a felony ("felony" is as defined by the law of the jurisdiction in which the activity takes place);
  - c. intentionally self-inflicting a bodily injury or attempting suicide;
  - d. having cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part;
  - e. having dental treatment, except for such care or treatment due to accidental injury to sound natural teeth within 30 days of the accident;
  - f. being exposed to war or any act of war, declared or undeclared, or serving in any of the armed forces or units auxiliary hereto;
  - g. participation in or practicing for any professional, intercollegiate, or club sports activity;
  - h. competing in motor sports races or competition;
  - i. competing in water sports races or competitions;
  - j. testing cars or trucks on any racetrack or speedway;
  - k. handling, storing or transporting explosives;
  - I. scaling up cliffs or mountain walls;
  - m. spelunking (exploring caves);
  - n. driving or riding on vehicles for off-road use, including but not limited to all-terrain vehicles (ATV's) in a competition or professional event;
  - o. handling or working with dangerous animals in a competition or professional event;
  - p. water skiing or surfboarding in a competition or professional event;
  - q. snow skiing or snowboarding in a competition or professional event;
  - r. rollerblading or skateboarding in a competition or professional event;
  - s. participating in a rodeo in a competition or professional event.

#### **BENEFITS**

We will pay the following benefits for loss resulting from a Covered Accident.

#### **Accidental Death**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person is injured as the result of a Covered Accident, and the Injury causes any Insured Person to die within 90 days after the Covered Accident.

#### **Accidental Death-Common Carrier**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person is injured as the result of a Covered Accident while a fare paying passenger on a Common Carrier and the Injury causes any Insured Person to die within 90 days after the Covered Accident. If we pay this benefit, we will not pay the Accidental Death benefit.

#### **Accident Follow-Up Treatment**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives follow-up treatment that is recommended or advised by a Physician for injuries received as the result of a Covered Accident. Follow-up treatment must:

- 1. be within 180 days after the Covered Accident;
- 2. occur after initial treatment in a Physician's office or Emergency Room; and
- 3. not be for routine examinations or preventive testing.

We will pay this amount twice, 2 times per Covered Accident. Follow-up treatments do not include Chiropractic procedures.

#### Air Ambulance

We will pay the benefit amount shown in the Schedule of Benefits if a licensed professional air ambulance company transports by air any Insured Person to or from a Hospital or between medical facilities, where treatment for Injuries is received as the result of a Covered Accident. The air ambulance transportation must be within 72 hours after the Covered Accident. We will pay this amount once per Covered Accident.

#### **Ambulance**

We will pay the benefit amount shown in the Schedule of Benefits if a licensed professional ambulance company transports any Insured Person by ground transportation to or from a Hospital or between medical facilities, where treatment for Injuries is received as the result of a Covered Accident. The ambulance transportation must be within 90 days after the Covered Accident. We will pay this amount once per Covered Accident.

#### Blood/Plasma/Platelets

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person is injured as the result of a Covered Accident and requires the transfusion, administration, cross-matching, typing and processing of blood, blood plasma and platelets as the result of the Injury. The blood, blood plasma and platelets must be administered within 30 days after the Covered Accident. We will pay this amount once per Covered Accident.

#### **Burns**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives burns as the result of a Covered Accident which are treated by a Physician within 72 hours after the Covered Accident. We will pay only one benefit amount per Covered Accident.

# **Catastrophic Accident**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person sustains a Catastrophic Loss as the result of a Covered Accident within 90 days after a Covered Accident. Only one Catastrophic Accident benefit is payable per Covered Accident per Insured Person. In the event the Catastrophic Accident and an Accidental Death (including Accidental Death – Common Carrier) are sustained by an Insured Person in the same Covered Accident, only one benefit, the greatest, will be paid.

The Catastrophic Accident benefit will be payable once per lifetime for any Insured Person. This benefit reduces by 50% at age 70.

#### Coma

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person is diagnosed with a Coma as the result of a Covered Accident. Diagnosis of Coma must be made within 30 days after the Covered Accident. Only one Coma benefit is payable per Covered Accident per Insured Person.

#### Concussion

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person sustains a concussion as the result of a Covered Accident and is diagnosed by a Physician within 72 hours after the date of the Covered Accident using any type of medical imaging procedure such as an X-ray, CT (computerized tomography) scan and/or MRI (magnetic resonance imaging). We will pay this amount once per Covered Accident. We will not pay the Concussion benefit if the Major Diagnostic Exams benefit is payable for the same Covered Accident.

# **Dislocation (Separated Joint)**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives a dislocation as the result of a Covered Accident. A dislocation is a completely separated joint. In order for this benefit to be payable for the joint involved, all of the following must occur:

- 1. the Injury must be diagnosed as a dislocation by a Physician within 90 days after the Covered Accident;
- 2. the dislocation must require correction with anesthesia by a Physician; and
- 3. it can be corrected by open (surgical) or closed (non-surgical) reduction.

If any Insured Person receives more than one dislocation in a Covered Accident, and requires open or closed reduction, we will pay for all dislocations. However, we will pay no more than two times the amount for the joint involved which has the highest benefit amount.

If the dislocation requires reduction without anesthesia by a Physician, we will pay100% of the amount listed for a closed reduction of the joint involved. If a Physician diagnoses the dislocation as an incomplete dislocation, we will pay 100% of the amount listed for a closed reduction of the joint involved. An incomplete dislocation is a dislocation in which the joint is not completely separated.

If any Insured Person receives a fracture and a dislocation in the same Covered Accident, we will pay for both. However, we will pay no more than two times the amount for the bone or joint involved which has the highest benefit amount.

If any Insured Person receives a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, we will pay only one benefit. We will pay the larger of either the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

For each Insured Person, we will pay this benefit only for the first dislocation of a joint after the Effective Date. Subsequent dislocations of the same joint after the Effective Date will not be covered.

# **Emergency Dental Work**

We will pay the benefit amount shown in the Schedule of Benefits for dental work required by any Insured Person as the result of injuries received in a Covered Accident. The Insured Person must be initially treated by a dentist within 90 days after the date of the Covered Accident. Benefits are payable only once per Covered Accident, regardless of the number of teeth involved.

#### **Emergency Room Treatment**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person is injured as the result of a Covered Accident and the Insured Person requires examination and treatment by a Physician in a Hospital Emergency Room within 72 hours after the Covered Accident. We will pay this amount once per Covered Accident. Follow-up treatment prescribed by a Physician will be paid under the Accident Follow-Up Treatment benefit.

# Eye Injury

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives an eye Injury as the result of a Covered Accident. The eye Injury must require surgery or the removal of a foreign object by a Physician within 90 days after the Covered Accident. We will pay this amount once per Covered Accident. An examination with anesthesia will not be considered surgery.

# Fracture (Broken Bone)

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives a fracture as the result of a Covered Accident. A fracture is a break in a bone which can be seen by X-ray. In order for this benefit to be payable for the bone involved, all of the following must occur:

- 1. it must be diagnosed as a fracture by a Physician within 90 days after the Covered Accident; and
- 2. the fracture must require open (surgical) or closed (non-surgical) reduction by a Physician.

If any Insured Person receives more than one fracture in a Covered Accident, and he requires open or closed reduction, we will pay for all fractures. However, we will pay no more than two times the amount for the bone involved which has the highest benefit amount. If a Physician diagnoses the fracture as a chip fracture, we will pay 100% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

If any Insured Person receives a fracture and a dislocation in the same Covered Accident, we will pay for both. However, we will pay no more than two times the amount for the bone or joint involved which has the highest benefit amount.

If any Insured Person receives a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, we will pay only one benefit. We will pay the larger of the Tendon/Ligament/Rotator Cuff benefit or the Dislocation benefit.

### **Hospital Admission**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person is admitted as an inpatient to a Hospital as the result of Injuries received in a Covered Accident. The Insured Person must be admitted within 30 days after the Covered Accident. We will not pay this benefit for:

- 1. Emergency Room treatment;
- 2. Outpatient Physician's Treatment, or
- 3. a stay of less than 20 hours in an Observation Unit.

We will pay this amount once per Covered Accident. This benefit is not payable if the Insured Person is immediately or concurrently admitted to an Intensive Care Unit. In such case, the Hospital Intensive Care Admission benefit is payable instead.

#### **Hospital Confinement**

We will pay the benefit amount shown in the Schedule of Benefits for up to 30 days per Covered Accident if any Insured Person is Confined in a Hospital as the result of Injuries received in a Covered Accident. The Insured Person must become Confined in a Hospital within 90 days after the Covered Accident. We will not pay this benefit for:

- 1. Emergency Room treatment:
- 2. Outpatient Physician's Treatment, or
- 3. a stay of less than 20 hours in an Observation Unit.

We will not pay the Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit concurrently.

# **Hospital Intensive Care Unit Confinement**

We will pay the benefit amount shown in the Schedule of Benefits for up to 30 days per Covered Accident if any Insured Person is Confined to a Hospital Intensive Care Unit as the result of Injuries received in a Covered Accident. The Confinement in a Hospital Intensive Care Unit must begin within 30 days after the Covered Accident.

If any Insured Person is Confined to a hospital intensive care unit that does not meet the definition in this Certificate of a Hospital Intensive Care Unit, we will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

If any Insured Person is Confined in a Hospital Intensive Care Unit for more than 30 days, the Hospital Confinement benefit will begin on the 31<sup>st</sup> day. The total amount payable per Covered Accident will not exceed 365 days for Hospital Confinement and 30 days for Hospital Intensive Care Unit Confinement.

#### **Initial Office Visit**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives initial treatment and/or advice by a Physician in a Physician's office or Urgent Care Facility for Injuries as the result of a Covered Accident. The treatment must be within 90 days after the Covered Accident and the services provided must be the result of a Covered Accident and not for routine examinations or preventive testing. We will pay this amount once per Covered Accident per Insured Person. Follow-up treatment prescribed by a Physician will be paid under the Accident Follow-Up Treatment benefit.

#### Knee Cartilage - Torn

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives a torn knee cartilage (meniscus) as the result of a Covered Accident. In order for this benefit to be payable, all of the following must occur:

- 1. it must be treated by a Physician within 180 days after the Covered Accident; and
- 2. it must be repaired through surgery by a Physician within six months after the Covered Accident.

If exploratory arthroscopic surgery is performed and no repair is done, or if the cartilage is shaved (debridement), a reduced benefit is payable, as shown in the Schedule of Benefits.

#### Laceration

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives a laceration as the result of a Covered Accident. The laceration must be repaired by a Physician within 30 days after the Covered Accident. The amount we will pay will be based on the total length of all lacerations received in any one Covered Accident which require repair. If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, we will pay it as a laceration repaired with stitches.

If any Insured Person receives a laceration on a finger, toe, hand, foot, or eye and later loses that finger, toe, hand, foot or eye as the result of the same Covered Accident, we will subtract the amount we paid under the Laceration benefit from the Loss of Finger, Toe, Hand, Foot or Sight of an Eye benefit.

#### Lodging

We will pay the benefit amount shown in the Schedule of Benefits for one motel/hotel room for a companion to accompany any Insured Person for up to 30days per Covered Accident. This benefit is payable only for motel/hotel stays during the period of time any Insured Person is Confined to the Hospital due to a Covered Accident. In order for this benefit to be payable, the Hospital must be more than 100 miles from the residence of the Insured Person.

#### Loss of Finger, Toe, Hand, Foot, Arm, Leg or Sight of an Eye

We will pay the benefit amount shown in the Schedule of Benefits for any Insured Person who suffers the loss of a finger, toe, hand, foot, arm, leg or sight in an eye as the result of a Covered Accident. Such loss must occur within 90 days after the Covered Accident.

"Loss of a hand" means that the hand is cut off through or above the wrist joint. "Loss of a foot" means that the foot is cut off through or above the ankle joint. "Loss of a finger" means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost and cannot be corrected to any functional degree by any procedure, aid or device.

If any Insured Person loses a finger or toe and later loses a hand or foot within 90 days on the same side of the body as the result of the same Covered Accident, we will subtract the amount we paid for that loss of a finger or toe from the benefit we pay for the loss of a hand or foot. Only the highest single benefit will be payable per Covered Accident. Benefits will be paid only once per Covered Accident. If death and Loss of Finger, Toe, Hand, Foot, Arm, Leg or Sight of an Eye result from the same Covered Accident, only the Accidental Death benefit will be paid.

# **Major Diagnostic Exams**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person requires one of the following exams for Injuries received as the result of a Covered Accident:

- 1. CT (computerized tomography) scan;
- 2. MRI (magnetic resonance imaging); or
- 3. EEG (electroencephalogram).

No more than one Major Diagnostic Exam Benefit is payable per Calendar Year per Insured Person. These exams must be performed in a Hospital or a Physician's office. The Insured Person must have the diagnostic exam scheduled within 180 days after the date of the Covered Accident. We will not pay the Concussion benefit if the Major Diagnostic Exams benefit is payable for the same Covered Accident.

# **Medical Appliance**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person is injured as the result of a Covered Accident and a Physician prescribes the use of a medical appliance as an aid in personal locomotion or mobility. Crutches and wheelchairs are examples of medical appliances. The use of an appliance must begin within 90 days after the Covered Accident. We will pay this amount once per Covered Accident.

#### **Outpatient Physician's Treatment**

We will pay the benefit amount shown in the Schedule of Benefits for each day an Insured Person is treated by a Physician for a Covered Accident outside of a Hospital. Outpatient Physician's Treatment must be received within 90 days after the Covered Accident.

# Pain Management/Epidural

We will pay the benefit amount shown in the Schedule of Benefits when an Insured Person is prescribed and receives an epidural for pain management for Injury due to a Covered Accident. The epidural must be administered in a Hospital or Physician's office within 90 days after the Covered Accident. This benefit is not payable for an epidural administered during a surgical procedure. This benefit is payable twice per Covered Accident per Insured Person.

#### **Paralysis**

We will pay the benefit amount shown in the Schedule of Benefits for Paralysis (hemiplegia, paraplegia or quadriplegia) as a result of a Covered Accident. Paralysis must occur within 30 days after the Covered Accident, have lasted at least 30 days and must be expected to be permanent. Paralysis must be diagnosed by a Physician.

Hemiplegia means the complete and irreversible paralysis of the upper and lower Limbs of the same side of the body. Paraplegia means the complete and irreversible paralysis of both lower Limbs.

Quadriplegia means the complete and irreversible paralysis of both upper and both lower Limbs.

Limb means entire arm or entire leg.

If the Insured Person suffers more than one type of paralysis as a result of the same accident, only one amount, the largest, will be paid.

#### **Physical Therapy**

We will pay the benefit amount shown in the Schedule of Benefits for each day any Insured Person requires physical therapy treatment as the result of a Covered Accident. We will pay a maximum of 5 days per Covered Accident. The therapy must begin within 90 days after the Covered Accident and must be completed within 180days after the Covered Accident. All services must be prescribed by a Physician and rendered by a Physical Therapist and performed in an office or in a Hospital. This benefit is not payable for the same visit that the Accident Follow-Up Treatment or the Outpatient Physician's Treatment benefit is paid.

#### Prosthetic Device/Artificial Limb

We will pay the benefit amount shown in the Schedule of Benefits for a prosthetic device/artificial limb which is prescribed by a Physician for functional use when any Insured Person loses a hand, foot or sight of an eye due to a Covered Accident. The prosthetic device/artificial limb must be received within 180 days after the Covered Accident. We will pay this amount once per Covered Accident.

We will not pay this benefit for:

- 1. hearing aids;
- 2. dental aids, including false teeth;
- 3. eye glasses;
- 4. cosmetic prosthesis such as hair wigs; or
- 5. joint replacement such as an artificial hip or knee.

#### **Rehabilitation Unit**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person is Confined in a Rehabilitation Unit for physical, occupational or speech therapy treatment of Injuries due to a Covered Accident. The Rehabilitation Unit Confinement must be preceded by Confinement in a Hospital. This benefit is limited to a maximum of 30 days per Insured Person per Covered Accident. Rehabilitation Unit Confinement must begin within 90 days after the Covered Accident. If the Insured Person is Confined in a Rehabilitation Unit and a Hospital on the same day, only the highest eligible benefit will be paid.

#### **Ruptured Disc Surgical Repair**

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives a ruptured disc in his spine as the result of a Covered Accident. In order for this benefit to be payable, all of the following must occur:

- 1. it must be treated by a Physician within 180 days after the Covered Accident; and
- 2. it must be repaired through surgery by a Physician within one year after the Covered Accident.

We will pay this amount once per Covered Accident.

#### **Skin Grafts**

We will pay 50% of the applicable Burn benefit if any Insured Person receives a skin graft for a burn for which a benefit was paid under the Burn benefit of this Certificate. This benefit will be payable only once per Covered Accident.

#### Surgery

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person undergoes cranial, open abdominal, open thoracic, or hernia surgery, or other Miscellaneous Surgery within 30 days after the Covered Accident to repair internal injuries received as a result of a Covered Accident. For open abdominal or thoracic exploratory surgery without repair or other open abdominal or thoracic surgery without repair, we will pay a reduced benefit, as shown in the Schedule of Benefits. We will pay only one surgery benefit per Covered Accident, even if there is more than one surgical procedure performed. If more than one surgery is performed, the highest benefit is payable.

# Tendon/Ligament/Rotator Cuff

We will pay the benefit amount shown in the Schedule of Benefits if any Insured Person receives surgery to repair an injured tendon, ligament, or rotator cuff as the result of a Covered Accident. It must be torn, ruptured or severed. It must be repaired through surgery by a Physician within 180 days after the Covered Accident.

If any Insured Person sustains a fracture or a dislocation and tears, ruptures or severs a tendon, ligament or rotator cuff in the same Covered Accident, we will pay only one benefit. We will pay the larger of either the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

#### **Transportation**

We will pay the benefit amount shown in the Schedule of Benefits per round trip if any Insured Person must travel more than 100 miles round trip to receive special treatment and Confinement in a Hospital for injuries received as the result of a Covered Accident. Treatment must be prescribed by a Physician and not available locally. This benefit is payable for up to 3 round trips per Covered Accident and must occur within 90 days after the Covered Accident. This benefit is not payable for transportation by ambulance or air ambulance.

#### X-Ray Benefit

We will pay the benefit amount shown in the Schedule of Benefits if an Insured Person requires an x-ray as a result of Injuries due to a Covered Accident. The x-ray must be prescribed by a Physician and must be performed in a Hospital (including Emergency Room). X-ray must occur within 30 days after the date of the Covered Accident. This benefit is limited to one x-ray benefit per Covered Accident per Insured Person, regardless of the number of x-rays received.

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#### **TERMINATION OF BENEFITS**

#### **Termination of Primary Insured's Benefits**

Your coverage under this Policy will terminate on the earliest of the following dates or events:

- 1. the last day of the Grace Period for the payment of the premium;
- 2. the date the Policy terminates;
- 3. the date you are no longer in an eligible class;
- 4. the date you attain age 80;
- 5. the date you cease active work due to a labor dispute, including any strike, work slowdown, or lockout; or
- 6. the date of your death, unless your Spouse elects to continue coverage as described below.

Termination shall be without prejudice to any claim originated prior to the date of termination.

# **Termination of Spouse Benefits**

If the Primary Insured's Spouse is an Insured Person, the Spouse's coverage terminates upon the earliest of the following dates:

- 1. the date the Primary Insured's benefits terminate;
- 2. the date of final divorce or annulment of marriage. Divorce also means dissolution of any relationship that provided substantially all of the same rights and benefits of marriage, including but not limited to civil union partnerships;
- 3. the date Spouse coverage is no longer available under the Policy; or
- 4. the date you request termination of Spouse benefits.

Termination of Spouse benefits shall be without prejudice to any claim originated prior to the date of termination.

# **Termination of Dependent Child Benefits**

If a Dependent Child is an Insured Person, the child's coverage terminates on the earliest of the following dates:

- 1. the date the Primary Insured's benefits terminate;
- 2. the date the child no longer meets the definition of a Dependent Child;
- 3. the date Dependent Child coverage is no longer available under the Policy; or
- 4. the date you request termination of Dependent Child benefits.

Termination of Dependent Child coverage by us is without prejudice to any claim for loss which commenced while the Policy was in force.

# **CONTINUATION OF COVERAGE DURING EXTENDED ABSENCES**

#### **Leave of Absence**

Other than a Family and Medical Leave of Absence or Leave of Absence due to Military Service, you will be covered through the end of the month that immediately follows the month in which your Leave of Absence begins, provided premium is paid.

# **Family and Medical Leave of Absence**

We will continue coverage in accordance with your employer's human resource policy on family and medical leaves of absence if premium payments continue and your employer approved your leave in writing. You will be covered up to the end of the later of:

- 1. the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;
- 2. the leave period required by applicable state law; or
- 3. the leave period provided by your employer to you for an Injury or sickness, provided premium is paid and your employer has approved your leave in writing.

If your employer's human resource policy doesn't provide for continuation of your coverage during a family and medical leave of absence, coverage terminate while you are on leave, but will be reinstated when you return to active employment.

#### Leave of Absence Due to Military Service

You will be covered through the end of the month that immediately follows the month in which your Leave of Absence due to military service begins, provided premium is paid.

If you have not returned to work after the allotted time for continuation of coverage, your coverage will be suspended and reinstated in accordance with the requirements of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

# **Temporary Layoff**

You will be covered through the end of the month that immediately follows the month in which your temporary layoff begins, provided premium is paid.

#### **PORTABILITY**

If an Insured Person is no longer Actively at Work/an Active Member and is not otherwise eligible or the Policy terminates, coverage under this Certificate may be continued. A request to exercise this Portability option must be sent to us prior to the Insured Person's 79<sup>th</sup> birthday. Premiums must be paid directly to us at our Home Office by automatic deductions from your bank checking or savings account. Our receipt of your authorization to deduct premiums from your bank account is treated as receipt of payment. The first premium must be paid within 31 days of the earlier of:

- 1. the Policy termination date; or
- 2. the date the Insured Person is no longer Actively at Work/an Active Member.

A new Certificate Schedule page will be issued to you reflecting your new coverage. Additional benefit riders, if any, may be ported along with the accident coverage that was in effect under this Certificate.

If the Insured Person stops paying the premiums under this option, this Certificate (and any riders) will end, subject to the Grace Period provision.

If you are eligible to request portability coverage, then you must elect to continue insurance under this portability provision in order for any Dependents to be eligible for portability coverage.

Your covered Spouse who is age 79 or younger may request portability coverage for him/herself and any insured Dependent Child(ren):

- 1. in the event of your death;
- 2. in the event of divorce, dissolution of partnership or legal separation from you; or
- 3. when you enter active duty service or training in any military for a period of 31 days or more and are no longer eligible for coverage under the Policy.

If your Spouse elects coverage under this portability provision, the Spouse will become the Primary Insured. Any Dependent Child(ren) may be covered under the Primary Insured or Spouse, but not both.

Coverage continued under this Portability provision will terminate on the earliest of the following dates:

- 1. the date you attain age 90;
- 2. the date you request termination of coverage; or
- 3. the expiration of the Grace Period, if premiums are not paid during that time.

#### **PREMIUMS**

The first premium is due on the Effective Date. Each premium after the first is due on the last day of the period for which the most recent premium was paid. Premiums must be accepted by us at our Home Office. Coverage will remain in effect as long as premiums are paid when due or on the last day of the Grace Period.

We may change the premium rates for the Policy on any policy anniversary. However, we may do so only if we change it for all policies in your Class. Written notice will be sent to the Policyholder at least 60 days in advance of any change in renewal premium. Notice will be mailed to your last known address on record. No change in premiums is effective unless this notice is mailed.

#### **Unpaid Premium**

Any unpaid premium due for an Insured Person's coverage at the time of payment for a claim may be deducted from the Insured Person's claim payment.

#### **Grace Period**

We will grant a grace period of 31 days for the payment of each premium falling due after the first premium. During the grace period, the Certificate continues in force. If premium is not paid by the end of the grace period, the certificate will be terminated. Termination will be effective as of the end of the period for which premium was paid. The Grace Period does not apply if you request termination of this Certificate.

#### Reinstatement.

If any premium is not paid before the grace period ends, this Certificate will lapse. If we later accept premium without an application for reinstatement, the Certificate will be reinstated upon our receipt of the premium due.

If an application for reinstatement is required for reinstatement, we will issue a conditional receipt for the premium paid and received by us. The Certificate will then be reinstated upon the earlier of:

- 1. The day we approve your application for reinstatement; or
- 2. 45 days from the date of the conditional receipt unless we previously notified you, in writing, of our disapproval of your application for reinstatement.

The reinstated certificate will cover loss due to an accident occurring after the date of reinstatement only. All other rights and privileges under the reinstated certificate remain the same subject to any provisions of the reinstatement.

Premium will be applied to a period for which premiums have not been previously paid. We will not apply any premium to any period more than 60 days before the reinstatement date.

#### **CLAIM PROVISIONS**

#### **Notice of Claim**

Written or electronic notice of claim must be given to us within 20 days after loss covered by this Certificate occurs or starts. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received by us at our Home Office.

#### **Claim Forms**

When we receive the notice of claim, we will send the claimant forms for filing proof of loss. If these forms are not sent to the claimant within 15 days, the claimant will meet the proof of loss requirement by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

#### **Proof of Loss**

Written proof of loss must be given to us at our Home Office within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, we will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one (1) year from the time specified unless the claimant was legally incapacitated.

#### Time of Payment of Claims

Benefits for any loss covered by this Certificate will be paid upon receipt by us of proper written or electronic proof of loss.

# **Payment of Claims**

All benefits will be paid to you or your estate. If benefits are payable to your estate, we may pay up to \$1,000 to any relative of yours who we find is entitled to them. Any payment made in good faith will fully discharge us to the extent of the payment.

#### **Beneficiary**

You are the beneficiary for the Spouse and Dependent Children if covered by this Certificate. Any benefits payable as the result of your death will be paid to your beneficiary. Your beneficiary is the person you designate in the enrollment form subject to any change made in accordance with the Change of Beneficiary provision. If you did not name a beneficiary or if the person you named is not living at your death, any death benefits due will be paid in this order to:

- 1. your Spouse;
- 2. your children;
- 3. your parents;
- 4. your brothers or sisters;
- 5. your estate.

#### Change of Beneficiary

Unless an irrevocable beneficiary designation has been made, you may change the beneficiary at any time by written request. The beneficiary's consent is not needed. This change will take effect on the date the notice is signed. Any payment by us prior to receipt of such change will fully discharge us to the extent of such payment.

#### **GENERAL PROVISIONS**

#### **Entire Contract**

The entire contract consists of the Policy, the attached application for the Policy, the Certificate of insurance, the attached enrollment form and any attached endorsements, amendments or riders.

All statements made by you or for any an Insured Person, in absence of fraud, will be deemed representations and not warranties. We will not use any statement made by or for an Insured Person to contest this insurance unless it is in writing signed by such person and a copy given to such person or his or her beneficiary or personal representative.

Any change to the policy must be approved by the President, a Vice President or an Assistant Vice President of the Company. This approval must be in writing and attached to the policy. No agent or other person may change this policy or waive any of its provisions.

# **Cancellation or Modification**

The Policy and this Certificate may be cancelled or modified by the Policyholder at any time without the Insured Person's consent. Any cancellation or modification to the Policy or Certificate requested by the Policyholder will take effect on the date agreed upon by us and the Policyholder.

#### **Time Limit on Certain Defenses**

After two years from the date you become covered under this Certificate we cannot use misstatements, except fraudulent misstatements made by you, in your enrollment form to void coverage or deny a claim for loss that happens after the two year period. This provision shall not preclude the assertion at any time of a defense to a claim based upon the Insured Person's eligibility for insurance.

# **Legal Actions**

You cannot bring a legal action to recover benefits under the Policy for at least 60 days after you have given us written Proof of Loss. You cannot start such an action more than three years after the date Proof of Loss is required.

#### Other Insurance with Us

If you have coverage under more than one accident Policy with us, only one Policy chosen by you will be effective (this includes coverage for any Insured Person). We will cancel the Policy and refund all premiums paid for all other policies in force during the same period of time.

#### **Physical Examination and Autopsy**

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

# Workers' Compensation or State Disability Insurance

This Certificate does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

#### **Conformity with State Law**

Any provision of this certificate that is in conflict with the applicable statutes of the state whose law governs this certificate or with any applicable federal statute is amended to conform to the minimum requirements of such statutes.

# **Term of Coverage**

Coverage starts on the Effective Date at 11:59 PM, Standard Time at your residence address. It ends at 12:01 AM on the same Standard Time on the renewal date, subject to the Grace Period.

GROUP ACCIDENT ONLY CERTIFICATE Non-Participating – No Dividends

# AMALGAMATED LIFE INSURANCE COMPANY Home Office: 333 Westchester Avenue, White Plains, New York 10604

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

PLEASE READ THIS RIDER CAREFULLY.

#### DISABILITY INCOME ACCIDENT ONLY RIDER

This Rider is issued in consideration of the application and payment of any required premium. This Rider pays a Monthly Benefit for Total Disability as a result of a Covered Accident as described below.

#### MONTHLY BENEFITS

We will pay the benefit shown in the Certificate Schedule of Benefits as follows:

# **Employed Full-Time at the onset of Total Disability**

If the Primary Insured suffers continuous Total Disability as a result of a Covered Accident, we will pay the Monthly Benefit as shown on the Schedule of Benefits. Total Disability must occur within 90 days of the date of the Covered Accident. Regular Care and Attendance of a Physician is required. Benefits will commence on the first day of Total Disability following the Elimination Period and will continue while the Primary Insured is Totally Disabled for a period not to exceed the Benefit Period per Covered Accident.

# Not Employed at the onset of Total Disability

If the Primary Insured suffers Total Disability as a result of a Covered Accident, we will pay the Monthly Benefit as shown on the Schedule of Benefits for each month the Primary Insured cannot perform 2 or more Activities of Daily Living. Regular Care and Attendance of a Physician is required. Total Disability must occur within 90 days of the date of the Covered Accident. Benefits will commence on the first day Direct Personal Assistance is required to perform such Activities of Daily Living following the Elimination Period and will continue while the Primary Insured is Totally Disabled for a period not to exceed the Benefit Period per Covered Accident.

A period of Total Disability due to the same or related cause or causes as that of an earlier period of covered Total Disability may be a continuation of the earlier period.

If the Primary Insured resumes an occupation following a covered disability, and performs all the material and substantial duties for a continuous period of 6 months or more, we will consider any subsequent disability as a new period of Total Disability. If less than 6 months have passed, we will consider it to be a continuation of the earlier disability.

If the Primary Insured resumes the ability to perform all Activities of Daily Living without Direct Personal Assistance following a covered disability and continues to have this ability for 6 months or more, we will consider any subsequent disability as a new period of Total Disability. If less than 6 months have passed, we will consider it to be a continuation of the earlier disability.

Disability benefits will be paid for only one disability when more than one disability exists at the same time or a disability results from two or more causes.

A new disability is subject to a new Elimination Period and a new Benefit Period. A disability that is considered a continuation of a previous disability is not subject to a new Elimination Period or a new Benefit Period. The Benefit Period per Accident is shown on the Schedule of Benefits.

Benefits for a part of a month will be paid on a daily basis. The daily rate is 1/30th of the Monthly Benefit.

# **DEFINITIONS**

When the terms below are used in this Rider, the following definitions will apply (other applicable terms and definitions are included in the **DEFINITIONS** section of your Certificate):

**Activities of Daily Living or ADLs** means activities that are performed without Direct Personal Assistance, allowing personal independence in everyday living. Activities of Daily Living are used in measuring levels of personal functioning capacity. This definition applies only if a Primary Insured does not have a full-time job. ADLs include:

- 1. Bathing: The ability of the person to wash himself or herself by sponge bath, either in a tub or shower, including the task of getting into and out of the tub or shower.
- 2. Continence: The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- 3. Dressing: The ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 4. Eating: The ability of a person to feed himself or herself by getting food into his or her body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- 5. Toileting: The ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.
- 6. Transferring: The ability to move into or out of a bed, chair or wheelchair.

**Direct Personal Assistance** means the Primary Insured is considered to need Direct Personal Assistance in performing ADLs when:

- 1. the Primary Insured requires direct physical assistance from another party to help perform an ADL, each and every time the activity is performed; and
- 2. the Primary Insured cannot perform the entire activity alone with the supports and mechanical aids that are normally available.

**Elimination Period** means the number of days that must elapse before benefits become payable as shown on the Schedule of Benefits. The Elimination Period starts on the first day that the Primary Insured becomes Totally Disabled. The Primary Insured must be continuously disabled during the Elimination Period. During an Elimination Period, benefits are not payable and do not accrue.

**Regular Care and Attendance** means the Primary Insured is under the care of a Physician at least once a month or until the Physician determines that the Primary Insured:

- 1. has reached a state where continuous medical care is unnecessary; and
- 2. is still Totally Disabled.

**Total Disability - Employed Full-Time** means the Primary Insured's inability to engage in or perform all of the material and substantial duties of his or her occupation.

**Total Disability - Not Employed Full Time** means the Primary Insured's inability to perform two or more ADLs without Direct Personal Assistance, as certified by a Physician, each and every time the activity is performed.

Total Disability will be considered to exist when the Primary Insured is under the Regular Care and Attendance of a Physician for the Necessary Treatment of the Covered Accident, and is not actually engaged in any substantially gainful occupation. Total Disability must begin while this Rider is in force. Totally Disability will end when the Primary Insured has been released by a Physician to return to work.

**Totally Disabled** means the period of time during which the Primary Insured meets the requirements for Total Disability.

# **TERMINATION OF RIDER**

This Rider will terminate on the earliest of the following dates or events:

- 1. the last day of the Grace Period for the payment of the premium, if premiums remain due and unpaid;
- 2. the date the Policy terminates;
- 3. the date you request termination on any premium due date;
- 4. the date you attain age 80;
- 5. the date you cease active work due to a labor dispute, including any strike, work slowdown, or lockout; or
- 6. the date of your death.

Termination of the Rider by us will not affect any claim or loss which commenced while the Rider was in force.

This Rider is signed for us at our Home Office on its Effective Date.

Paul Mallen President

# AMALGAMATED LIFE INSURANCE COMPANY Home Office: 333 Westchester Avenue, White Plains, New York 10604

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

#### DISABILITY INCOME SICKNESS ONLY RIDER

This Rider is issued in consideration of the application and payment of any required premium. This Rider pays a Monthly Benefit for Total Disability as a result of a Covered Sickness as described below.

#### **MONTHLY BENEFITS**

We will pay the benefit shown in the Certificate Schedule of Benefits as follows:

# **Employed Full-Time at the onset of Total Disability**

If the Primary Insured suffers continuous Total Disability as a result of a Covered Sickness, we will pay the Monthly Benefit as shown on the Schedule of Benefits. Regular Care and Attendance of a Physician is required. Benefits will commence on the first day of Total Disability following the Elimination Period and will continue while the Primary Insured is Totally Disabled for a period not to exceed the Benefit Period per Covered Sickness.

# Not Employed at the onset of Total Disability

If the Primary Insured suffers Total Disability as a result of a Covered Sickness, we will pay the Monthly Benefit as shown on the Schedule of Benefits for each month the Primary Insured cannot perform 2 or more Activities of Daily Living. Regular Care and Attendance of a Physician is required. Benefits will commence on the first day Direct Personal Assistance is required to perform such Activities of Daily Living following the Elimination Period and will continue while the Primary Insured is Totally Disabled for a period not to exceed the Benefit Period per Covered Sickness.

A period of Total Disability due to the same or related cause or causes as that of an earlier period of covered Total Disability may be a continuation of the earlier period.

If the Primary Insured resumes an occupation following a covered disability, and performs all the material and substantial duties for a continuous period of 6 months or more, we will consider any subsequent disability as a new period of Total Disability. If less than 6 months have passed, we will consider it to be a continuation of the earlier disability.

If the Primary Insured resumes the ability to perform all Activities of Daily Living without Direct Personal Assistance following a covered disability and continues to have this ability for 6 months or more, we will consider any subsequent disability as a new period of Total Disability. If less than 6 months have passed, we will consider it to be a continuation of the earlier disability.

Disability benefits will be paid for only one disability when more than one disability exists at the same time or a disability results from two or more causes.

A new disability is subject to a new Elimination Period and a new Benefit Period. A disability that is considered a continuation of a previous disability is not subject to a new Elimination Period or a new Benefit Period. The Benefit Period per Covered Sickness is shown on the Schedule of Benefits.

Benefits for a part of a month will be paid on a daily basis. The daily rate is 1/30th of the Monthly Benefit.

#### **EXCLUSIONS AND LIMITATIONS**

We will not pay benefits for the Primary Insured's disability that is caused by or occurs as a result of one of the following events:

- 1. childbirth or normal pregnancy occurring within the first 10 months of the Rider's Effective Date. A disability that is caused by complications of pregnancy will be covered to the same extent as a Covered Sickness.
- 2. disability that is being treated outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where this Rider was issued.
- 3. any disability which begins after termination of coverage will not be considered a continuation of a previous disability and will not be covered under the contract.

#### Other Insurance with Us

If the Primary Insured has more than one disability benefit in force with us, the benefit under this Rider will be reduced so that the total benefit from all disability coverages with us does not exceed 80% of Monthly Compensation. The premiums paid for any benefit in excess of the 80% will be refunded.

# **Pre-Existing Condition Limitation**

We will not pay benefits for any loss resulting from or affected by a Pre-existing Condition if the loss occurs within the 12 month period after the Rider's Effective Date.

The Company will not reduce or deny a claim for benefits for any loss that occurred more than 12 months after the Rider's Effective Date on the grounds that it is caused by a Pre-Existing Condition.

Please refer to the contract for additional Exclusions and Limitations.

### **DEFINITIONS**

When the terms below are used in this Rider, the following definitions will apply (other applicable terms and definitions are included in the **DEFINITIONS** section of your Certificate):

Activities of Daily Living or ADLs means activities that are performed without Direct Personal Assistance, allowing personal independence in everyday living. Activities of Daily Living are used in measuring levels of personal functioning capacity. This definition applies only if the Primary Insured does not have a full-time job.

#### ADLs include:

- 7. Bathing: The ability of the person to wash himself or herself by sponge bath, either in a tub or shower, including the task of getting into and out of the tub or shower.
- 8. Continence: The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- 9. Dressing: The ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 10. Eating: The ability of a person to feed himself or herself by getting food into his or her body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- 11. Toileting: The ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.
- 12. Transferring: The ability to move into or out of a bed, chair or wheelchair.

**Direct Personal Assistance** means the Primary Insured is considered to need Direct Personal Assistance in performing ADLs when:

- 3. the Primary Insured requires direct physical assistance from another party to help perform an ADL, each and every time the activity is performed; and
- 4. the Primary Insured cannot perform the entire activity alone with the supports and mechanical aids that are normally available.

**Elimination Period** means the number of days that must elapse before benefits become payable as shown on the Schedule of Benefits. The Elimination Period starts on the first day that the Primary Insured becomes Totally Disabled. The Primary Insured must be continuously disabled during the Elimination Period. During an Elimination Period, benefits are not payable and do not accrue.

**Pre-Existing Condition** means a Sickness or physical condition that existed within the 12 month period before the Rider's Effective Date. For the condition to be considered pre-existing, it must have resulted in the Primary Insured receiving advice, diagnosis, or treatment from a medical professional during this preceding time period.

**Regular Care and Attendance** means the Primary Insured is under the care of a Physician at least once a month or until the Physician determines that the Primary Insured:

- 3. has reached a state where continuous medical care is unnecessary; and
- 4. is still Totally Disabled.

**Sickness** means an illness or disease that first manifested more than 30 days after this Rider's Effective Date, and while coverage is in force. A **Covered Sickness** is one that is not excluded by name, specific description, or any other provision in this plan. For a benefit to be payable, loss arising from the Covered Sickness must occur while the Primary Insured's coverage is in force.

**Total Disability - Employed Full-Time** means the Primary Insured's inability to engage in or perform all of the material and substantial duties of his or her occupation.

**Total Disability - Not Employed Full Time** means the Primary Insured's inability to perform two or more ADLs without Direct Personal Assistance, as certified by a Physician, each and every time the activity is performed.

Total Disability will be considered to exist when the Primary Insured is under the Regular Care and Attendance of a Physician for the Necessary Treatment of the Covered Sickness, and is not actually engaged in any substantially gainful occupation. Total Disability must begin while this Rider is in force. Totally Disability will end when the Primary Insured has been released by a Physician to return to work.

Totally Disabled means the period of time during which the Primary Insured meets the requirements for Total Disability.

#### **TERMINATION OF RIDER**

This Rider will terminate on the earliest of the following dates or events:

- 1. the last day of the Grace Period for the payment of the premium, if premiums remain due and unpaid;
- 2. the date the Policy terminates;
- 3. the date you request termination on any premium due date;
- 4. the date you attain age 80;
- 5. the date you cease active work due to a labor dispute, including any strike, work slowdown, or lockout; or
- 6. the date of your death.

Termination of the Rider by us will not affect any claim or loss which commenced while the was in force.

This Rider is signed for us at our Home Office on its Effective Date.

Paul Mallen President