

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

**GROUP TERM LIFE INSURANCE POLICY NUMBER 260D37**

**Group Policyholder's Name** Metropolitan Transportation Authority Police Benevolent Association, Inc.  
**Group Policyholder's Address** 165 North Village Ave., Suite 206, Rockville Centre, NY 11570  
**Effective Date of Group Policy** 06/01/2025  
**Anniversary Dates** June 1, of each year beginning 2026  
**Premium Due Date** Monthly, on the first day of each policy month

**CONSIDERATION AND INSURING CLAUSE**

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

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

Individual contributions are required.

The Policy is issued for delivery in New York.



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**Paul Mallen**  
**President**

**Annual Renewable Group Term Life Insurance**

**Non-Participating**

**BENEFIT SCHEDULE**

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

**BASIC TERM LIFE INSURANCE**

**CLASS 1**

**All Active Members**

**\$50,000**

**Age Reduction**

**Coverage terminates at retirement.**

**CLASS**

**Retirees**

**\$15,000**

**All future retiree members who retire on or after the effective date of this coverage. (CURRENT RETIREES PRIOR TO THE EFFECTIVE DATE OF THIS COVERAGE WILL NOT BE COVERED).**

**Age Reduction**

**NONE**

Dependent, Supplemental Life Insurance, Waiver of Premium and Accidental Death & Dismemberment (AD&D) are not provided by this Policy.

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

**PREMIUM SCHEDULE**

**Premium Payable Monthly**

**Premium Rate Guarantee**

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

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

A Policyholder means to which the Group Policy is issued.

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

### INCORPORATION OF CERTIFICATE PROVISION

#### Incorporation of the Certificate of Insurance

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

The terms found in the Certificate of Insurance will control:

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

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

Form	Form Number	Effective Date
Certificate of Insurance	ALTLC-09 (NY)	06/01/2025
Living Benefit Rider	ALTLBRC-09 (NY)	06/01/2025

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

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

Form	Form Number	Effective Date
Group Insurance Application	ALLIDIA-NY-09	06/01/2025
Certificate of Insurance	ALTLC-09 (NY)	06/01/2025
Living Benefit Rider	ALTLLBRC-09 (NY)	06/01/2025

## **POLICY SCHEDULE**

### **Policy Schedule**

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

The Schedule of Insurance will control the:

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

## **PREMIUMS**

### **Initial Premium Rates**

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

### **Change in Premium Rates**

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

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

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

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

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

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

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

## **Calculations and Adjustments**

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

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

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

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

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

## **Premium Payments**

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

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

## **POLICY PROVISIONS**

### **Entire Contract**

The contract between the Company and the Policyholder consists of:

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

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

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

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

### **Right to Examine Policy**

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

## **Incontestability**

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

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

## **Change in The Policy**

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

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

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

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

## **Right to Amend**

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

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

## **Grace Period**

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

## **Termination of Policy**

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

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

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

With respect to any insured dependents:

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

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

### **Certificate**

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

### **Data To Be Furnished**

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

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

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

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

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

that may affect the insurance or premiums of this policy.

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

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

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

### **Trustee Policyholder**

If you are a Trustee(s):

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

### **Time Period**

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

### **Jurisdiction**

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

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

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

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

**LIVING BENEFIT RIDER**

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

**BENEFIT**

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

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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

## TERMINAL CONDITION

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

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

## COVERED CRITICAL ILLNESS

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

### Cancer

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

Cancers not covered by this definition include:

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

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

Cancers not covered by this definition include:

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

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

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

### Heart Attack

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

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

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

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

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

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

### **Stroke**

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

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

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

Stroke does not include Transient Ischemic Attack (TIA).

### **End Stage Renal Disease**

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

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

### **Major Organ Transplantation**

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

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

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

### **Paralysis**

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

## **RESTORATION OF GROUP TERM INSURANCE BENEFIT**

If after two years of receiving an accelerated benefit;

1. the Insured returns to work on a fulltime basis; and
2. the premiums to continue the group term insurance coverage have been paid;

the full amount of the Certificate Death Benefit in effect on the date the accelerated payment was requested will be reinstated.

## GENERAL

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

## TERMINATION OF COVERAGE

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

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

## EXCEPTIONS AND LIMITATIONS

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

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

No accelerated benefit will be paid if:

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

## TAX CONSIDERATIONS

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

## OTHER FINANCIAL CONSIDERATIONS

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



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Paul Mallen  
President

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

**GROUP INSURANCE APPLICATION**

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

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

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

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

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the [first month] and will be applied toward the first premium on the proposed Group Policy(ies) **\$4,957.20** ny insurance requires employee contributions, any underwriting requirements for enrollment must be met before insurance can become effective. Requested effective date: 6/1/2025

Coverages being applied for:

Life                       AD&D                       Short Term Disability                       Long Term Disability  
 Other:

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

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

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

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

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

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

Sales Representative for Amalgamated Debra Internicola – Executive Director

Regional Office NY

Name of Agent/Broker \_\_\_\_\_

For Applicant: Metropolitan Transportation Authority Police Benevolent Assoc. Inc  
Legal Name of Entity

[Signature]  
Signature

5/21/25  
Date

Carlos Couto, Treasurer  
Name and Title of Authorized Signature

11-3448754  
Employer Tax Id No.