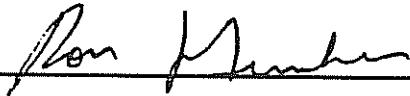


CERTIFICATE OF INSURANCE

This is to certify that, subject to the terms of the Group Policy Number, you are insured for the benefits as shown in the Schedule and described in this certificate.

Insurance takes effect only if you are eligible for it, you elect it and you make contribution for it as required.

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



President

INDIVIDUAL CERTIFICATE

READ YOUR CERTIFICATE CAREFULLY

SCHEDULE

GROUP POLICY NUMBER

POLICYHOLDER District Council 1707 Health & Benefit Fund

ISSUE DATE February 1, 1993

BENEFICIARY Will be as designated by insured person in writing and recorded by the Company at its home office.

EFFECTIVE DATE Will be recorded by the Company at its home office.

SCHEDULE OF BENEFITS

BASIC LIFE INSURANCE \$15,000

**AGE REDUCTION OF
BASIC LIFE INSURANCE** Life reduces 35% at age 65,
and 50% of the original
amount at age 70.

**ACCIDENTAL DEATH &
DISMEMBERMENT (AD&D)** \$15,000

**AGE REDUCTION
OF AD&D** AD&D reduces 35% at age 65,
and terminates at age 70.

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READ YOUR CERTIFICATE CAREFULLY

DEFINITIONS

"We", "us", "our" means Amalgamated Life Insurance Company.

"You", "your" means the Policyholder shown on Page 1.

"Individual" means the insured employee.

"Contributory Insurance" means insurance for which you enroll and agree to pay all or a part of the cost.

"Non-Contributory Insurance" means insurance for which you do not pay a part of the cost.

"Active Full Time Employee" (an employee of a Participant Employer will be considered an employee of the Policyholder for insurance purposes) means an employee who works for the Policyholder on a regular basis in the usual course of the Policyholder's normal work week. This must be at least 17 hours per week.

"Earnings" means regular pay, not counting:

- (a) overtime pay; or
- (b) bonuses; or
- (c) any other pay or fringe benefit.

ELIGIBILITY

I. APPLICABLE TO INDIVIDUALS

A. Subject to B., below

Each individual, who is eligible for insurance under this plan on the date this policy becomes effective with respect to the class(es) of which he or she is a member, will be eligible on that date for the coverages in the policy's plan of insurance for such class(es).

Each other individual will be so eligible on the first of the month coinciding with or next following the month for which the initial monthly employer contribution is due on your behalf.

B. If an individual is not at active work on the day such person would normally become eligible, he or she will be eligible on the day that person returns to active work.

ELIGIBLE CLASSES

DESCRIPTIONS

An employee of the Union or an employee of the Fund, or an employee of a Participant Employer for whom contributions are made to the fund on their behalf.

If the amount of any insurance under this policy is contingent upon the classification of an individual, and if at any time the individual's classification warrants an amount of insurance greater or less than that for which he is then insured, the amount of his insurance shall be increased or reduced to that warranted by his new classification on the first day of the month following the date of change in the individual's classification, provided, however, that in any instance in which the individual is not actively at work on the date his insurance would otherwise be increased, the effective date of the increase in the individual's insurance shall be deferred until his return to active work.

For the purposes of this policy, a retroactive change in an Individual's rate of earnings shall be deemed to be effective on the day the change was actually determined.

EFFECTIVE DATES OF INSURANCE

APPLICABLE TO INDIVIDUALS FOR WHOM CONTRIBUTIONS ARE REQUIRED.

If an Individual enrolls for his or her insurance on or before the day he or she becomes eligible, such person will be insured on the day he or she becomes eligible.

If an Individual enrolls for his or her insurance within thirty-one days after the day he or she becomes eligible, such person will be insured on the day he or she enrolls.

If an Individual enrolls more than thirty-one days after the day he or she becomes eligible, such person will not be insured until he or she satisfies us of his or her good health. Such person may be asked to have a health examination at his or her own expense.

If an Individual is not at active work on the day his or her insurance would normally begin, that person will be insured on the day he or she returns to active work.

APPLICABLE TO DEPENDENTS

If a dependent is eligible for a coverage under this policy as an Individual, he or she will not be so eligible as a dependent. If an Individual and his or her spouse are both insured under this policy as employees, their children may only be enrolled as dependents of one of the insured parents. Eligible children include the natural children and legally adopted children of the insured applicant.

If an Individual has dependents who are enrolled more than thirty-one days after they become eligible, such persons will not be insured until they satisfy us of their good health. Each dependent may be asked to have a health examination at the Individual's expense.

In any other case, dependents will be insured:

- (a) on the day they become eligible, if the Individual enrolls for their insurance on or before the day they become eligible
- (b) on the day the Individual enrolls them, if he or she enrolls for dependents' insurance within thirty-one days after the day they become eligible.

Except for a child at birth, if a dependent is confined to a hospital or other institution covered under the policyholder's plan on the day such person's insurance would normally begin, he or she will be insured on discharge.

An Individual's dependents will not be insured before the day his or her insurance begins.

APPLICABLE TO INDIVIDUALS FOR WHOM CONTRIBUTIONS ARE NOT REQUIRED.

Such Individual will be insured on the day he or she becomes eligible.

INDIVIDUAL TERMINATIONS

Subject to any extension of coverage benefit, the insurance under this policy for an Individual ends when the first of the following events occurs:

- (1) this policy ceases.
- (2) the termination of the classes under which the Individual is a member.
- (3) premium payments for the insurance of the Individual cease.
- (4) the last day of the month in which the Individual's employment in the classes of Individuals eligible under this policy ends. His or her employment will be deemed to end when he or she stops active work except that, in the event of a temporary lay-off or leave of absence, the insurance will continue but not beyond 31 days in which the lay-off or leave of absence begins.

GENERAL PROVISIONS

CONTRACT

The entire contract is made up of the policy and the application for the policy, a copy of which is attached. All your or an insured's statements will be deemed representations and not warranties. No statement made by you or an insured shall be used in any contest of this insurance unless it is in writing signed by such person and a copy given to such person or his or her beneficiary.

WHO HAS AUTHORITY TO CHANGE THE POLICY

The provisions of the policy may only be changed by a written agreement signed by a Company Officer and attached to the policy. No agent can change or waive the policy's provisions in any way.

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

INCONTESTABILITY

This policy will not be contested after it has been in force for two years from its Policy Date, except for the failure to pay premiums.

A statement made by an insured as to his or her insurability may be used to contest the validity of the insurance with respect to which the statement was made, if: 1) the statement is in writing and is signed by the insured; and 2) a copy of such statement is or has been furnished to the insured or the insured's beneficiary. Such statement may not be used to contest the validity of such insurance after it has been in force prior to the contest for two years during the lifetime of the insured.

BENEFICIARY

The beneficiary of the individual's insurance for loss of life, including those with respect to accidental death, if any, will be the person(s) named by the insured as shown on the records kept by the Company on this policy. The insured may change such beneficiary at any time by giving written notice to us. Such change will take effect on the date the notice is signed, without prejudice to us, because of prior payment made in good faith based on our records. If there is no named beneficiary, as to any part of the benefits, living at the date of death of the insured, that part will be paid in a lump sum to the Executors or Administrators of the insured's estate, or at our option, to the survivors in the first surviving class of those that follow:

- a. spouse
- b. children, equally
- c. parents, equally
- d. brothers and sisters, equally

If no beneficiary survives, benefits will be paid in a lump sum to the insured's estate. If any payee is, in our opinion, not legally capable of giving a valid receipt, we may make monthly instalment payment to a person or persons who, in our opinion, cares for and supports such payee. The first monthly instalment shall not exceed \$100 and each following monthly instalment shall not exceed \$50. Any payment we make shall discharge us from liability to the extent of that payment. We are not obligated to see that the payment(s) are properly used.

The insured may elect to have all or any part of the insurance for loss of life paid out to the beneficiary in instalments or in any other way that may be agreed to by us. To elect, the insured must give notice to us in writing. The insured will have the right to change such election. The terms of payment will be in accord with those offered by us for the insurance at the time election is made.

After the insured's death, the beneficiary:

- (a) may make such an election, if the insured had not done so; and
- (b) may name person(s) to receive any amount which, if no person(s) were so named, would go to the beneficiary's estate; and
- (c) will have the right to change the person(s) name in accord with (b).

Two or more beneficiaries in the same class shall share equally unless otherwise provided.

AGE

If the age of an insured has been misstated there will be a fair adjustment of premium. If the benefit for the insured is based on age, there will be an adjustment of said benefit, based on the insured's true age.

We have the right to require satisfactory proof of age.

ASSIGNMENT

We will not be bound by any assignment of this policy by you unless:

- 1. it is in writing and
- 2. it is filed at our Home Office

We will not be responsible for the validity of any assignment.

CLAIMS OF CREDITORS

To the extent allowed by law, benefits will be exempt from creditors.

LIFE INSURANCE

PART 1. DEATH BENEFIT

When we receive due proof of the death of an Individual or Dependent who is insured under this policy for this coverage, we will pay at our Home Office, the amount for which his or her life is insured as shown in the Schedule of Benefits. Payment will be made to the beneficiary in accord with the terms of the policy.

PART 2. CONVERSION

An Individual or Dependent may elect to buy an individual life insurance policy if his or her Life Insurance is reduced or ends because of:

- 1) termination of employment;
- 2) termination of membership in the class or classes eligible for coverage under the policy;
- 3) termination of the policy;
- 4) attainment of a particular age;
- 5) change in class; or
- 6) amendment of the policy.

No evidence of good health will be required for the converted policy. The converted policy may be on any of the forms we then issue, except:

- 1) it may not provide term insurance except as stated below;
- 2) it may not provide benefits for disability;
- 3) it may not provide extra benefits for accidental death;
- 4) it must meet our issue rules as to amount and age.

The person may choose to have the converted policy preceded by term insurance for not more than one year with premiums payable at the same frequency as for the converted policy.

The person must apply to us and pay the first premium for the converted policy. If the person is notified of the right to convert within 15 days before or after the change in Life Insurance, this must be done within 31 days of the change. Then the converted policy will take effect 31 days after the change. If the person is not notified in that period, the time to apply to us is extended to the earlier of 45 days after notice is given or 90 days after the change. Then the converted policy will take effect on the later of 31 days after the change or when the first premium is paid.

The premium for the converted policy will be based on:

- 1) attained age,
- 2) class of risk, and
- 3) amount of the policy.

The amount of the converted policy may not exceed:

- 1) the amount for which the person was covered under this policy, less
- 2) any amount for which the person is eligible under this policy or becomes eligible under any other group policy in the 31 days after the change.

If the person dies within 31 days after the change, we will pay to the beneficiary, in accord with the terms of this policy, the amount of the life insurance that could have been converted.

No payment will be made if: (i) at the death of the Dependent he or she is eligible for life insurance under this policy as an Individual, or (ii) at the date of a child's death, he or she is married or has reached the age limit.

PART 3. TOTAL DISABILITY BEFORE AGE SIXTY

If an Individual becomes totally disabled as described below by injury or disease while insured and before reaching age 60, his or her Group Life insurance protection will be extended. This protection will continue up to one year from the start of the disability, if he or she remains so disabled. This protection continues on after that, if the individual gives proof to us that he or she is still so disabled. Proof must be given three months before each anniversary of the start of the disability.

Notice of initial disability must be given to us within 12 months of the date disability began. An individual is totally disabled if he or she has not received pay for any work for 9 continuous months.

If the individual has converted his or her Group Life insurance while disabled, he or she must return the individual policy to us with first proof of total disability. Any premiums paid under that policy will be refunded.

While the individual is so disabled, he or she will be covered for the amount of Life Insurance for which he or she was insured just before ceasing active work due to total disability. This amount is subject to reduction, if any, as shown in the Schedule of Benefits.

We have the right to have our medical representative examine the individual when necessary. This will not be done more than once a year after this protection has continued for two full years.

Proof that total disability lasted until death must be given to us within one year after death occurs. On receipt of that proof, the individual's beneficiary will be paid the amount of Life Insurance for which he or she was last insured.

The individual's protection will end 31 days after he or she: (a) ceases to be totally disabled; or (b) fails to give required proof; or (c) fails to submit to a health examination. When this protection ends, he or she will have the same rights as those described in Part 2, unless he or she becomes insured again under this policy by again paying premium.

If the individual dies after his or her insurance has been converted, any amount paid under the individual policy will be deducted from the amount of Group Life insurance due under this policy. Any premiums paid under the individual policy will be paid to the beneficiary of that policy on return of that policy to us.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

WHAT IS COVERED

If, while insured for these benefits, an Individual receives a bodily injury covered by these benefits, and has any losses named in the table below benefits are payable as shown in the table. The losses must: (a) be caused by accident; (b) be the result of the injury directly and independently of all other causes; and (c) occur within ninety days after the injury.

All benefits other than for loss of life will be paid to the Individual. Benefits for loss of life will be paid to the Individual's beneficiary.

The amount shown in the Schedule of Benefits is paid for loss of:

Life	Any two or more:
Both hands or both feet	One foot,
Sight of both eyes	One hand,
	Sight of one eye

One-half the amount shown in the Schedule of Benefits is paid for loss of:

One hand or
One foot or
Sight of one eye

Loss of hand or foot means loss by cutting off at or above the wrist or ankle joint. Loss of sight means total loss that cannot be recovered.

If an Individual has more than one loss due to one accident payment will be made only for the loss with the largest benefit. Payment will be made only for the loss that results from the accident without regard to any former loss.

NOT COVERED

No benefits will be paid for losses resulting from or caused directly or indirectly by:

1. suicide or any attempt thereat
2. bacterial infection (except pyogenic infections resulting solely from injury)
3. medical or surgical treatment (except medical or surgical treatment made necessary solely by injury)
4. war or any act of war
5. injury sustained while engaged in or taking part in aeronautics and/or aviation of any description or resulting from being in an aircraft except while a fare-paying passenger in any aircraft then licensed to carry passengers.
6. committing a felony.
7. intentionally self inflicted injury.

NOTICE OF CLAIM

Written notice of the event on which claim is based must be given to us at our Home Office no later than thirty days after the loss for which claim is made. Late notice will be accepted only if it is shown to have been furnished as soon as is reasonably possible.

On receipt of such notice we will furnish forms for filing proof of claim. If the claimant has not been given such forms within fifteen days after receipt of notice that person can fulfill the terms of the policy as to proof of claim by giving written proof of: (1) the occurrence of the loss; (2) the nature of the loss; and (3) the extent of the loss.

Such proof must be given within the time stated in "PROOF OF CLAIM" below.

PROOF OF CLAIM

Written proof of claim must be given to us at our Home Office on our forms within ninety days after the date of loss for which claim is made.

Late proof will be accepted only if it is shown to have been furnished as soon as is reasonably possible.

PAYMENT OF CLAIMS

On receipt of due proof of claim: (1) benefits for loss of life will be paid in accord with the terms of this policy; and (2) all other benefits will be paid to the Individual.

EXAMINATIONS

We, at our own expense, have the right to have a doctor examine any insured Individual when we deem it reasonably necessary while there is a claim pending under this policy. We also have the right to make an autopsy in case of death where the law does not forbid it.

LEGAL ACTIONS

No one may sue for payment of claim: (1) less than sixty days after due proof of claim is furnished; or (2) more than three years after the date proof of claim is required by this policy.