## INSURANCE EXCLUSIVELY for Bar Association Members<sup>1</sup>

# ABE-Sponsored Critical Illness Insurance

Underwritten by New York Life Insurance Company

# GET UP THROUGH A \$100,000 CASH PAYMENT IF YOU'RE DIAGNOSED WITH A CRITICAL ILLNESS

Although most medical insurance provide coverage for hospital and medical expenses arising from critical illnesses, there are still many expenses that aren't covered. These can include medical co-pays (which may be higher than you realize), non-covered "specialist" care, transportation to treatment centers, childcare, and much more.

Disability insurance pays part of your income if you can't work, usually a percentage of what you earned before becoming disabled. Your payments are calculated as a percentage of your after-tax income and are paid over a certain amount of time. This Critical Illness Insurance provides a lump sum cash payment upon the diagnosis of one of the covered illnesses even if you're still able to work.

The ABE-sponsored Critical Illness Insurance is designed to ease the financial impact of a serious illness and provide added security at a challenging time. This insurance provides a lump sum cash payment upon diagnosis of a covered critical illness. It's yours to use however you wish.

#### YOU CAN INSURE YOURSELF AND YOUR SPOUSE/ DOMESTIC PARTNER

Bar Association Members<sup>1</sup> and Spouses/Domestic Partners under age 70 residing in the US (excluding CA, CT, IN, MD, MN, MT, NH, NV, OH, UT, VT or WA) or Puerto Rico, are eligible to apply for benefits between \$5,000 through \$100,000 in coverage, in \$5,000 increments. Benefits provided depend upon the coverage selected and the premium will vary with the amount of benefits.

Note: If both you and your Spouse/Domestic partner are Bar Association Members<sup>1</sup>, you may both select the member policy. In that case, neither of you may insure the other as a Spouse/DP.

### **IMPORTANT FEATURES...**

- Up through \$100,000 of coverage
- Cash payment for terminal or critical illness\*
- No doctor's visit or medical exam required
- Specially negotiated group rates with no decrease in benefits

#### COVERAGE FOR MULTIPLE ILLNESSES

ABE-sponsored Critical Illness Insurance covers up to two separate and distinct critical illnesses for a maximum benefit of up through \$200,000 (maximum is dependent on coverage amount chosen). The second is subject to a six-month waiting period after diagnosis of the first illness.

#### SIMPLIFIED APPLICATION PROCESS

Applying for this important coverage is easy, you only have to answer some medical questions after application. No medical exams or doctor visits.

#### **COVERED ILLNESSES**

Critical Illness	Percentage Covered
Cancer	100%
Heart Attack	100%
Major Organ Transplant	100%
Renal Failure	100%
Stroke	100%
Carcinoma In Situ	25%

\* Lump cash sum payable upon illness diagnosis. See Certificate for details.

<sup>1</sup> The terms "Bar Association Member" and "Member" when used herein mean a practicing lawyers who is a member of the American Bar Association (ABA) or any entity that is represented in the ABA's House of Delegates, including state and many local and specialty bar Associations. A list of all such entities is available at https://abendowment.org/resources.



This material is not intended for use with residents of New Mexico and Arizona.

Underwritten by New York Life Insurance Company, 51 Madison Avenue, New York, NY 10010.

THIS BROCHURE IS A SUMMARY of the principal provisions of this group insurance sponsored by the American Bar Endowment for its Members. IT IS NOT TO BE CONSIDERED A CONTRACT OF INSURANCE. The complete terms are set forth in the Group Policy G–29904-0 on Policy form GMR-FACE/G-29904-0 issued by New York Life Insurance Company to the American Bar Endowment. Critical Illness is group insurance, meaning coverage is issued to a Bar Association Member<sup>1</sup> under a Certificate of Insurance; it is not provided under an individual policy, nor is it employer/employee insurance.

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#### WHEN COVERAGE BECOMES EFFECTIVE

Coverage for you and your Spouse/DP goes into effect on the first day of the month after your application is approved by New York Life, provided you pay your initial premium within 31 days after being billed and the proposed covered person is performing the normal activities of a person in good health of like age on the effective date (subject to 30-day waiting period). If any person proposed for insurance is not performing the normal activities of someone of like age on the date insurance is to take effect, their coverage will begin on the first day he or she is performing such normal activities, provided he or she are still insured and still eligible and this date is within three months of the date insurance would have taken effect.

#### WHEN COVERAGE ENDS

You can't be singled out for cancellation. Coverage for you and your Spouse/ DP may continue until June 1st on or next following your 75th birthday, as long as you remain a Bar Association Member (as defined on the previous page), premiums are paid when due, and the group policy is not terminated by ABE or New York Life. Spouse/DP coverage will end when yours does. If you should die, your Spouse/DP may continue coverage until he or she remarries or attains age 75 (whichever comes first).

#### **EXCLUSIONS AND LIMITATIONS**

While the insured is covered, whether insurance is continuous or interrupted: only one benefit is payable for any one Critical Illness and the insured may only receive benefits for no more than two separate and distinct Critical Illnesses.

Exclusions:

A Critical Illness that occurs during, is due to, or related to: 1. the insured's participation in or incarceration resulting from any of the following in a role other than as a victim: the commission of a felony; an illegal occupation or activity; an insurrection; or a riot; 2. the insured's use of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents, unless such use is as prescribed by a doctor or accidentally administered; or legal intoxication; 3. the insured's engaging in the following activities: hang gliding; bungee jumping; parachuting; sail gliding; parakiting; jumping, parachuting or falling from a hot air balloon, whether or not the hot air balloon is motor driven; 4. occurs while the insured is incarcerated in a state or federal prison or other detention facility.

A Critical Illness does not include Transient Ischemic Attacks and attacks of Vertebrobasilar Ischemia, nor all skin cancers; basal cell carcinomas; squamous cell carcinomas of the skin; pre-malignant tumors or polyps; pre-malignant conditions or conditions with malignant potential; a Clark's Level 1 or 2 melanoma, or Breslow less than .75mm.

A Critical Illness that is classified as a Preexisting Condition will be excluded from coverage. "Preexisting Condition" means a condition for which medical advice was given or treatment was recommended by, or received from, a licensed health care provider within 12 months before a insured's insurance date.

#### IMPORTANT NOTICE: HOW NEW YORK LIFE OBTAINS INFORMATION AND UNDERWRITES YOUR REQUEST FOR GROUP CRITICAL ILLNESS INSURANCE

In this notice, references to "you" and "your" include any person proposed for insurance. Information regarding insurability will be treated as confidential. In considering whether the person(s) in your request for insurance qualify for insurance, we will rely on the medical information you provide, and on the information you AUTHORIZE us to obtain from your physician, other medical practitioners and facilities, other insurance companies to which you have applied for insurance and MIB, Inc. ("MIB"). MIB is a not-for-profit organization of insurance companies, which operates an information exchange on behalf of its members. If you apply for life or health insurance coverage or a claim for benefits is submitted to an MIB member company, medical or non-medical information may be given to MIB and such information may then be furnished by MIB, upon request, to a member company.

MIB and other insurance companies may also furnish New York Life, its subsidiaries or the Endowment with non-medical information (such as driving records, past convictions, hazardous sport or aviation activity, use of alcohol or drugs, and other applications for insurance). The information provided may include information that may predate the time frame stated on the medical questions section, if any, on this application. This information may be used during the underwriting and claims processes, where permitted by law.

New York Life may release this information to ABE, other insurance companies to which you may apply for insurance, or to which a claim for benefits may be submitted and to others whom you authorize in writing. However, this will not be done in connection with test results concerning Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV). We may also make a brief report of your protected health information to MIB, but we will not disclose our underwriting decision.

New York Life will not disclose such information to anyone except those you authorize or where required or permitted by law. Information in our files may be seen by New York Life and ABE employees, but only on a "need to know" basis in considering your request. Upon receipt of all requested information, we will make a determination as to whether your request for insurance can be approved.

If we cannot provide the coverage you requested, we will tell you why. If you feel our information is inaccurate, you will be given a chance to correct or complete the information in our files. Upon written request to New York Life or MIB, you will be provided with non-medical information. Generally, medical information will be given either directly to the proposed insured or to a medical professional designated by the proposed insured. Your request is handled in accordance with Federal Fair Credit Reporting Act procedures. If you question the accuracy of the information provided by MIB, you may contact MIB and seek a correction. MIB's information office is: MIB, Inc., 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734, telephone (866) 692-6901. Information for consumers about MIB may be obtained on its website at **www.mib.com**.

For NM Residents: PROTECTED PERSONS<sup>1</sup> have a right of access to certain CONFIDENTIAL ABUSE INFORMATION<sup>2</sup> we maintain in our files and they may choose to receive such information directly. You have the right to register as a **PROTECTED PERSON** by sending a signed request to the Endowment at the address listed on the application. Please include your full name, date of birth and address.

<sup>1</sup>**PROTECTED PERSON** means a victim of domestic abuse: who has notified us that he/she is or has been a victim of domestic abuse; and who is an insured person or prospective insured person.

<sup>2</sup>CONFIDENTIAL ABUSE INFORMATION means information about: acts of domestic abuse or abuse status; the work or home address or telephone number of a victim of domestic abuse; or the status of an applicant or insured as family member, employer or associate of a victim of domestic abuse or a person with whom an applicant or insured is known to have a direct, close, personal, family or abuse-related relationship.

#### HOW YOUR ASSIGNMENT OF DIVIDENDS TO ABE WORKS - THE UNIQUE CHARITABLE GIVING FEATURE OF ABE-SPONSORED INSURANCE

Founded by the ABA in 1942, the American Bar Endowment (ABE) is a §501(c) (3) not-for-profit public charity. ABE fulfills its charitable mission of improving the administration of justice, one of the profession's highest obligations, by making annual grants to support law-related research, public service, and educational projects and programs, including those conducted by the American Bar Association's Fund for Justice and Education (FJE) and the American Bar Foundation (ABF). ABE also makes Opportunity Grants to support boots-on-the-ground efforts to expand the availability of legal services to underserved communities. ABE maintains a Legal Legacy Fund for the permanent support of its grantees.

By participating in ABE's group insurance programs, designed for and available only to practicing lawyers and their families, you can contribute to these efforts. By enrolling in ABE-sponsored insurance programs, unless you notify the ABE otherwise pursuant to the procedures set forth below, **you agree to donate to ABE your share of any dividends payable on the group policies for ABE to use for its charitable purposes.** Donations of dividends to ABE are taxdeductible to the insured to the fullest extent permitted by law.

Your dividend donation to ABE makes a difference. These funds, after administrative expenses, are a significant source of ABE's charitable grants and additions to the Legal Legacy Fund. Insureds who donate their dividends help meet their professional and public responsibilities, as well as obtaining valuable coverage for their families. About 83% of insured lawyers donate their dividends.

Insureds are notified each year by late January of the amount, if any, of their dividend for the prior year that has been donated to ABE. (Dividends are not guaranteed, and in any given year, a given policy may not pay a dividend; dividends will vary from year to year.)

If you do not want to donate your dividend to ABE, you must request a "refund" of your dividend as follows: any time after the first policy year of your participation, for each year that you want a refund of your dividend, ABE must receive a written request from you for refund (by mail or email to dividends@abendowment.org), by as early as January 1 but not later December 15 of the year for which a refund is requested. ABE will send confirmation of any request received, and you should retain that confirmation for your records as proof that your refund request was timely received. If you do not receive a confirmation within 3 weeks of sending a request to ABE, please contact the ABE. (Special instructions for new applicants are contained in the application and apply to any dividends earned during the first policy year only.). The approximate percentage of premium available for refund (if any) on each ABE-sponsored insurance policy will be published in each December/January issue of the ABA Journal and on ABE's website each October. You do not need to wait for this information as refund requests are accepted beginning January 1.

Donation acknowledgments of your dividend, or dividend checks (if applicable), are mailed by late January the following year. If you receive a donation acknowledgment but you did not intend to donate your dividend to ABE, you may request a one-time waiver of the December 15 deadline by asking for a refund, if you have not previously requested such a waiver.

**Please note:** Insureds who do not want to contribute dividends to ABE must make a written request for refund each year, using the procedures above. When you sign the application for insurance, you are agreeing to donate your dividends unless you otherwise notify the ABE to request a refund. Do not sign the application if you do not agree with these procedures.

#### **30 DAY FREE LOOK**

Once your application is approved, you will receive your Certificate of Insurance. If for any reason after you receive it, you are not fully satisfied, simply write "cancel" and return it within 30 days without claim and coverage will be invalidated. Any premium paid will be returned promptly and you will be under no further obligation.

#### **IT'S EASY TO APPLY**

 As long as you are a Bar Association Member (as defined on page 1) under age 70 who resides in the U.S., District of Columbia, Puerto Rico, (excluding CA, CT, IN, MD, MN, MT, NH, NV, OH, UT, VT or WA) you are eligible to apply. You may also get coverage for your Spouse/Domestic partner. Simply complete the entire application and send it to:

American Bar Endowment 321 N. Clark St., Chicago, IL 60654-7648

Or visit www.abendowment.org to apply online.

- Send no money now. We will notify you of your effective date and premium contribution level with your billing notice.
- Residents of Puerto Rico: Please send your application to: Global Insurance Agency, Inc., P.O. Box 9023918, San Juan, Puerto Rico 00902-3918.

#### CRITICAL ILLNESS INSURANCE SCHEDULE OF BENEFITS AND QUARTERLY PREMIUMS Quarterly Premium Schedule Per \$1,000 Unit Current as of 2023 • For a personalized rate quote, visit abendowment.org.

When comparing rates, please keep in mind that although not promised or guaranteed, this insurance is designed to generate dividends that you may donate to support ABE's charitable mission. If you do so, you are eligible for a charitable contribution deduction on your individual tax return. *Please see "How Your Assignment of Dividends Works" section on the previous page.* 

Age	Non-Smoker	Smoker
Under 30	\$1.21	\$1.82
30 - 34	\$1.66	\$2.68
35 - 39	\$2.45	\$4.10
40 - 44	\$3.49	\$5.91
45 - 49	\$4.72	\$8.21
50 - 54	\$5.96	\$10.48
55 - 59	\$7.38	\$12.83
60 - 64	\$8.80	\$15.19
65 - 69	\$10.55	\$17.78
70 - 74*	\$12.76	\$21.20

\* Ages 70 - 74 are for renewal only.

Coverage terminates on the policy anniversary on or next following the member's 75th birthday.

Premium rates for member and Spouse/Domestic Partner are based on your age and tobacco/nicotine usage on the effective date of coverage and increase on the June 1st on or next following a change in age as shown in the schedule. These are the current rates and reflect current benefit structure. New York Life reserves the right to change rates on any premium due date and on any date on which benefits are changed. However your rates may change only if they are changed for all others in the same class of insureds under this group policy. For example, a class of insureds is a group of people with all the same issue age. Premiums will vary, depending on the option chosen. Benefit options are not guaranteed and are subject to change by agreement between New York Life and ABE.

Premiums may vary when billed due to rounding.