ABE-Sponsored Critical Illness Insurance Plan

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

Although most medical plans 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 plans pay 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 Plan provides a lump sum cash payment upon the diagnosis of one of the covered illnesses even if you’re still able to work.

The Critical Illness Insurance Plan is designed to ease the financial impact of a serious illness and provide added security at a challenging time. This plan 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

ABA lawyer members and spouses/domestic partners up to 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 and $100,000 in coverage, in $5,000 increments. Benefits provided depend upon the plan selected and the premium will vary with the amount of benefits.

Note: If both you and your spouse/domestic partner are ABA members, you may both select the member plan. In that case, neither of you may insure the other as a spouse/DP.

IMPORTANT FEATURES...

- Up to $100,000 of coverage
- Cash payment for terminal or critical illness*
- No doctor’s visit or medical exam required
- Affordable group rates with no decrease in benefits

COVERAGE FOR MULTIPLE ILLNESSES

The plan covers up to two separate and distinct critical illnesses for a maximum benefit of up to $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

<table>
<thead>
<tr>
<th>Critical Illness</th>
<th>Percentage Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancer</td>
<td>100%</td>
</tr>
<tr>
<td>Heart Attack</td>
<td>100%</td>
</tr>
<tr>
<td>Major Organ Transplant</td>
<td>100%</td>
</tr>
<tr>
<td>Renal Failure</td>
<td>100%</td>
</tr>
<tr>
<td>Stroke</td>
<td>100%</td>
</tr>
<tr>
<td>Carcinoma In Situ</td>
<td>25%</td>
</tr>
</tbody>
</table>

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 an ABE member, 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 until the June 1st on or next following your 75th birthday, 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 (TTY 866-346-3642). Information for consumers about MIB may be obtained on its website at www.mib.com.

For NM Residents: PROTECTED PERSONS1 have a right of access to certain CONFIDENTIAL ABUSE INFORMATION2 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.

1PROTECTED 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.

2CONFIDENTIAL 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.

New York Life Insurance Company 8.12 ed
HOW YOUR ASSIGNMENT OF DIVIDENDS WORKS
YOUR PLAN’S UNIQUE CHARITABLE GIVING FEATURE

Founded by the ABA in 1942, the American Bar Endowment (ABE) is a §501(c) (3) not-for-profit organization composed of members of the American Bar Association. ABE fulfills its charitable purpose of improving the administration of justice, one of our profession’s highest obligations, by making annual grants to support legal research, public service and educational projects in the field of law, including those conducted by ABA’s Fund for Justice and Education (FJE) and the American Bar Foundation (ABF). ABE also maintains the Legal Legacy Fund for the permanent support of its grantees. By participating in ABE’s group insurance programs, designed for and available only to ABA members, members can contribute to these efforts. Members who enroll in ABE-sponsored insurance programs agree that their share of any dividends payable on the group policies may be retained by ABE for its charitable purposes unless reclaimed as outlined below. Donations of dividends to ABE are tax-deductible to such members to the fullest extent permitted by law as contributions under Section 170(c) of the Internal Revenue Code.

Members who donate dividends to ABE make a difference. These funds, after administrative expenses, are the primary source of ABE’s charitable grants and additions to the Legal Legacy Fund. Insured members who donate their dividends help meet their professional and public responsibilities, as well as obtaining valuable coverage for their families. About 85% of members donate their dividends; these members are notified each year by late January of the amount, if any, of their dividend donation for the prior year. (Dividends are not guaranteed, and in any given year, a given plan may not pay a dividend; dividends will vary from year to year.)

Members who wish to request a refund of their dividends may do so. The approximate percentage of premium available for refund (if any) on each plan will be published in each November issue of the ABA Journal. You do not need to wait for this information as refund requests are accepted beginning January 1. To request that dividends be paid to you rather than donated to ABE: After the first policy year of your participation, a written request for refund (by mail or email to dividends@abendowment.org) must be made each year and must reach ABE by December 15. When ABE receives your refund request, it will send a confirmation. Retain this for your records as proof your request was timely received. If you do not receive a confirmation within 3 weeks, contact the ABE promptly to obtain another copy. (Special instructions for new applicants are contained in the application and apply to dividends, if any, during the first policy year only.)

Dividend checks and/or contribution notices for your tax return are mailed by late January. If you receive a contribution notice and you did not intend to make a contribution, 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: Members who do not want to contribute dividends to ABE must make a written request for refund each year, using the procedures above. When members sign the application, they are agreeing to make an annual decision whether to contribute. Do not sign the application if you do not agree with these procedures.

30 DAY FREE LOOK

This plan is backed by a full 30-day free review. 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. This is just one more reason you can count on ABE for such an important purchase.

IT’S EASY TO APPLY

1. As long as you are an ABA lawyer member up to age 70 who resides in the U.S., District of Columbia, Puerto Rico, 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., Ste. 1400, Chicago, IL 60654-7648 Or visit abendowment.org to apply online.

2. Send no money now. We will notify you of your effective date and premium contribution level with your billing notice.

3. Residents of Puerto Rico: Please send your application to: Global Insurance Agency, Inc., P.O. Box 9023918, San Juan, Puerto Rico 00902-3918.
When comparing rates, please keep in mind that although not promised or guaranteed, this plan is designed to generate dividends that an insured may donate to support ABE’s charitable grants. If you do so, you are eligible for a charitable contribution deduction on your individual tax return. Please see “Assignment of Dividends” section on the previous page.

<table>
<thead>
<tr>
<th>Age</th>
<th>Non-Smoker</th>
<th>Smoker</th>
</tr>
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<tbody>
<tr>
<td>Under 30</td>
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<td>$1.82</td>
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<tr>
<td>30 - 34</td>
<td>$1.66</td>
<td>$2.68</td>
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<td>35 - 39</td>
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<td>45 - 49</td>
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<td>50 - 54</td>
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<td>55 - 59</td>
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<tr>
<td>60 - 64</td>
<td>$8.80</td>
<td>$15.19</td>
</tr>
<tr>
<td>65 - 69</td>
<td>$10.55</td>
<td>$17.78</td>
</tr>
<tr>
<td>70 - 74*</td>
<td>$12.76</td>
<td>$21.20</td>
</tr>
</tbody>
</table>

* 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 the insured’s 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.