

**INSURANCE
EXCLUSIVELY
for ABA Members**

ABE-Sponsored Professional Overhead Expense Disability Insurance

Underwritten by New York Life Insurance Company

QUALITY PROTECTION FOR YOUR PRACTICE, ACKNOWLEDGING YOUR PROFESSIONAL NEEDS.

The future and the success of your firm depends on your continued good health. Without your presence and your continued active involvement in the daily operations of your office, your business could suffer. To keep your office open and functioning while ill or disabled you might have to cut staff, liquidate assets, or rely on savings.

You've worked too long and too hard to let that happen. That's where ABE-sponsored Professional Overhead Expense Disability Insurance comes in. It can help pay the bills while you are totally disabled. And the high-level benefits recognize your costs of doing business.

WHO IS ELIGIBLE?

All ABA lawyer members under age 65 in a firm with five or fewer attorneys may apply for coverage. To be eligible, you must be in Active Practice: performing the regular duties of your profession, at your regular place of business, for at least 30 hours each week, and you must reside in the United States (except Vermont), Puerto Rico, or the U. S. Virgin Islands.

PAYS BENEFITS UP TO \$10,000 PER MONTH.

Customize your coverage to meet your needs. You may request monthly benefits of \$500 to \$10,000 (in \$100 increments), depending on your regular office expenses. The premium will vary with the amount of benefits.

Benefits payable will not exceed the lesser of: the average eligible expenses incurred for the six months prior to the disability; the actual monthly eligible expenses incurred, or the monthly benefit level in force. If you have other Professional Overhead Expense Disability Insurance, benefits will be coordinated so that total benefits payable under all coverages do not exceed the actual expenses incurred.



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

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

THIS BROCHURE IS A SUMMARY of the principal provisions of the group insurance sponsored by the American Bar Endowment for its members. IT IS NOT TO BE CONSIDERED A CONTRACT OF INSURANCE. The complete terms of the group program are set forth in the Group Policy G-5381-0 on Policy form GMR-FACE/G-5381 issued by New York Life Insurance Company to the American Bar Endowment. Professional Overhead Expense Disability Insurance is group insurance, meaning coverage is issued to an ABE member under a Certificate of Insurance; it is not provided under an individual policy, nor is it employer/employee insurance.

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IMPORTANT FEATURES...

- Can Pay Up to 100% of Your Office Expenses
- Up to \$10,000 of Monthly Benefits Available
- Tailored to Meet YOUR Specific Business Requirements

WHEN BENEFITS ARE PAID.

Benefits start on the 31st day of total disability and will be paid for up to 12 months while you remain continuously disabled.

The Maximum Benefit Period for any one disability is twelve months. The total number of monthly benefits payable is 36, whether accrued by successive periods of disability (described under Benefits For Recurring Disability on the next page) or single consecutive 12-month separate disabilities. After the 12-month Maximum Benefit Period has been reached for any one disability, the insured must return to Active Practice for a minimum of three months, during which period premium payment will be due, before consideration for eligibility for a subsequent benefit period due to the same or related causes.

WHEN YOUR INSURANCE BECOMES EFFECTIVE.

Your coverage will begin on the first day of the month after your application is approved provided the initial premium has been paid within 31 days after you are billed and you are in full-time Active Practice on the effective date and on the date your premium is paid. If you cannot meet New York Life's underwriting standards, there are instances where insurance may be provided at the same premium by eliminating coverage for a specific impairment or disease.

If you are not in Active Practice on the date insurance would otherwise have taken effect, the coverage will take effect on the day you are in Active Practice, if: (a) such day is within three months of the date insurance would otherwise have taken effect; and (b) you are still eligible to obtain the insurance on that day.

WHEN COVERAGE ENDS.

Your coverage can be renewed until the June 30th following your attainment of age 75, provided you do not cease full-time Active Practice (other than for reasons of disability), you maintain your ABA membership, you do not begin



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active duty in the Armed Forces (except for training purposes of two months or less), you make premium contributions when due, and the group policy is not terminated by New York Life or the ABE.

Coverage will automatically be terminated after 36 months of paid benefits, whether accrued by successive periods of disability or separate single 12-month periods of disability or any combination of such paid benefit periods.

YOUR PREMIUM WILL BE WAIVED IF YOU ARE DISABLED.

Premium payments due while you are receiving Professional Overhead Expense Disability benefits will be waived until you cease to receive benefits.

YOU ARE COVERED FOR THESE OFFICE EXPENSES.

Your normal and regular business operation expenses are covered, including:

- Rent;
- Interest payments on outstanding eligible business debts;
- Utilities (heat, water, telephone, electricity, etc.);
- Non-attorney employees' salaries and payroll taxes;
- Postage and stationery;
- Equipment maintenance;
- Rental, lease, or depreciation of office equipment;
- Monthly average of taxes on the premises;
- Insurance premiums for Workers' Compensation, Employee Medical Plans, General Liability, Professional Liability/Malpractice;
- Accounting fees;
- Professional memberships and/or subscription dues.

YOU ARE NOT COVERED FOR THESE OFFICE EXPENSES:

- Salaries, fees, drawing accounts, profits or other remuneration to the insured or a partner;
- Charges for services of individuals in the same profession as the insured, or any person hired to perform the insured's duties during his/her total disability;
- Cost of the purchase of office equipment, goods or merchandise;
- Income taxes, or any expenses an insured would not reasonably be expected to incur while disabled;
- Personal expenses;
- Charitable contributions;
- Payment of principal of any indebtedness. If you are incorporated, or a partner, or a joint tenant, overhead expenses are limited to your respective share.

DEFINITION OF DISABILITY.

Total disability means you are unable to perform the material and substantial duties of your regular occupation, due to accident or illness, provided you are not otherwise engaged in any occupation for pay or profit. You must be under the care of a licensed physician, other than yourself or a close relative.

BENEFITS FOR RECURRING DISABILITY.

Benefits will be paid for recurrent disabilities. Successive periods of disability due to the same or related cause will be considered a single disability and the remainder of benefits will be paid, unless the disabilities are separated by a return to Active Practice of at least three consecutive months. Unrelated disabilities not separated by a return to Active Practice of at least one full day will also be considered as a single disability. Disabilities that do meet these separation requirements will be treated as new disabilities, subject to a new waiting period.

See the following Exclusions and Limitations Section, for limitations on subsequent benefit periods.

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. Your premium will be returned promptly and you will be under no further obligation.

EXCLUSIONS AND LIMITATIONS.

No benefit will be payable for losses caused by or resulting from: self-inflicted injury; declared or undeclared war; military service; any impairment or disease specifically excluded from your coverage; the use of any narcotic, drugs, or other substances, unless prescribed by a physician and used for the purpose prescribed; pre-existing conditions (as described in the paragraph below). **Missouri residents:** The exclusion for intentional self-inflicted injury is not applicable to injuries caused by an attempted suicide while insane.

No benefits will be payable for any period of disability during which the insured is not under the care of a licensed physician or surgeon other than the insured or a close relative of the insured. No benefits will be payable if the insured is outside the area of the United States, Canada, Puerto Rico or the Virgin Islands while benefits would otherwise be payable.

Benefits will not be paid for a pre-existing condition not disclosed on your application (i.e., an injury or illness for which treatment, medical advice or medication was taken during the 12 months prior to becoming insured) for up to 24 months after coverage begins.

The total number of monthly benefits for any one disability is 12; the total number of monthly benefits payable is limited to 36, whether accrued through successive periods of disability or three separate 12-month periods of continuous disability not separated by a return to Active Practice. (Coverage terminates after payment of 36 months of benefits.) After the 12 Month Maximum Benefit Period has been reached for any one disability, the insured must return to Active Practice for a minimum of 3 months before any consideration of eligibility for a subsequent benefit period.

APPLY TODAY.

1. As long as you are an ABA lawyer member under age 65 in a practice with up to 5 attorneys, complete the application and mail it to ABE. Elect to pay premiums monthly (autodebit), quarterly, semiannually, or annually. 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. Use the worksheet on page 4 to determine the monthly benefit you may need. If you share office expenses, simply calculate your share only. Determine the benefit amount closest to your total monthly expenses, in increments of \$100, and write it in the space provided on the application.
3. Residents of Puerto Rico: Please send your application to:
Global Insurance Agency, Inc.,
P.O. Box 9023918, San Juan, Puerto Rico 00902-3918.

If you have any questions, call us on our toll-free Solo/Small Firm Help Line at **877-621-7676** or e-mail us at **information@abendowment.org**.

Visit us on the web at **www.abendowment.org** for policy information or a personalized rate quote.

IMPORTANT NOTICE: HOW NEW YORK LIFE OBTAINS INFORMATION AND UNDERWRITES YOUR REQUEST FOR PROFESSIONAL OVERHEAD EXPENSE DISABILITY INSURANCE

Information regarding insurability will be treated as confidential. In considering whether the person(s) in your request for insurance qualifies for insurance, New York Life 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 the Endowment, 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 Endowment 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.

¹ 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.

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

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**HOW YOUR ASSIGNMENT OF DIVIDENDS 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 organization composed of members of the American Bar Association. **ABE fulfills its charitable purpose of improving the administration of justice, one of the 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 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 policy 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 ABE-sponsored insurance policy ABE-sponsored insurance policy will be published in each **December/January 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.**

PROFESSIONAL OVERHEAD EXPENSE DISABILITY INSURANCE
SCHEDULE OF BENEFITS AND QUARTERLY PREMIUMS
 Current as of 2021 • For personalized rate quote, visit us online at www.abendowment.org.

When comparing rates, please keep in mind that although not promised or guaranteed, this insurance is designed to generate dividends that an insured is asked to donate to support ABE's charitable mission, or members may annually request that dividends be refunded to them. We ask that you leave these dividends with ABE. If you do so, you are eligible for a charitable contribution deduction on your individual tax return. (See "How Your Assignment of Dividends Works" section on the previous page.)

Member Age	Quarterly Rates per \$100 Monthly Benefit	Quarterly Rates for Monthly Benefits			
		\$4,000	\$6,000	\$8,000	\$10,000
Under 35	\$1.00	\$40.00	\$60.00	\$80.00	\$100.00
35-39	1.13	45.00	67.50	90.00	112.50
40-44	1.65	66.00	99.00	132.00	165.00
45-49	2.38	95.00	142.50	190.00	238.00
50-54	3.75	150.00	225.00	300.00	375.00
55-59	5.00	200.00	300.00	400.00	500.00
60-64	7.50	300.00	450.00	600.00	750.00
65-69*	11.00	440.00	660.00	880.00	1,100.00
70-74*	15.00	600.00	900.00	1,200.00	1,500.00

*For renewal purposes only.

Premiums are based on the member's age when coverage becomes effective and increase as shown on the July 1 on or next following the member's entry into a new age group. To determine the rate for a benefit level not listed, use the base per \$100 monthly benefit column. Find the base premium at your current age and multiply it by the number of \$100 coverage units you desire, up to a maximum of 100 coverage units. 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 and gender. Premiums will vary depending on the benefit chosen. Benefit options are not guaranteed and are subject to change by agreement between New York Life and the ABE. Due to rounding, premiums may differ by pennies when billed.

HOW MUCH COVERAGE SHOULD YOU CONSIDER?

To determine the amount of coverage you may need, calculate your share of normal monthly business expenses by completing the chart below. If any expense is paid other than monthly, determine the appropriate monthly rate.

Expenses	Average Monthly Expenses For the Past 6 Months	Expenses	Average Monthly Expenses For the Past 6 Months
Rent or Mortgage Interest & Taxes	\$ _____	Employee Medical Plans	\$ _____
Utilities		General Liability	\$ _____
Heat	\$ _____	Professional Liability/Malpractice	\$ _____
Water	\$ _____	Accounting Fees	\$ _____
Electricity	\$ _____	Professional Memberships	\$ _____
Telephone	\$ _____	Subscription Dues	\$ _____
Interest Payments (Outstanding Business Debts)	\$ _____	Depreciation	\$ _____
Employees' Salaries & Payroll Taxes		Rental/Lease of Office Equipment	\$ _____
(Exclude your own & other attorneys'	\$ _____	Other Fixed Office Expenses:	
Postage & Stationery	\$ _____	_____	\$ _____
Equipment Maintenance	\$ _____	_____	\$ _____
Insurance Premiums for:		_____	\$ _____
Workers' Compensation	\$ _____		
Total Average Monthly Expenses=Amount of Coverage You May Need		\$ _____	

Note: If you are approved for coverage, it is important to reevaluate your average monthly expenses on a regular basis and adjust your coverage amount accordingly. *Claims will only be paid based on actual expenses and the average monthly benefit you have at the time of the claim.*