



# Group Long-Term Disability Insurance Plan

FOR MEMBERS OF THE NEW YORK  
STATE BAR ASSOCIATION  
UNDERWRITTEN BY  
NEW YORK LIFE INSURANCE COMPANY

Why not join the millions  
who have chosen to help  
protect their families with  
**New York Life  
Insurance Company?**



# Although many people carry life and health insurance, neither is designed to replace the income you could lose if you were out of work for six months, a year, or maybe more. This Group Long-Term Disability Insurance Plan is designed to help protect your income. It works when you can't.

## Eligibility

As a Member of the New York State Bar Association under the age of 60, you are eligible to request this Group Long-Term Disability Insurance coverage as long as you are at FULL-TIME WORK, which is defined as the active performance for pay or profit of the regular duties of one's normal occupation on a basis of at least 30 hours per week at a place where such duties are normally performed or other location to which travel is required. Members of the military and full-time students are not eligible for this coverage.

This coverage is available only for the residents of the United States (except territories) and Puerto Rico.

## How the Plan Works

This Plan is designed to pay benefits if you become Totally Disabled. "Total Disability" means an incapacity has left you completely and continuously unable to perform the substantial and material duties of your occupation, provided you are not engaged in any occupation for pay or profit. Pregnancy, childbirth and related medical conditions are treated as any other illness, provided the pregnancy begins after the effective date of the policy.

**Your Choice of Coverage** – When applying for coverage, the Plan offers you two benefit duration options from which to choose. Select the Plan that best suits your needs and budget.

- **Plan 65** – pays benefits to age 65, if inception of a covered Total Disability occurs before age 65; or pays

benefits up to one year if disability occurs between ages 65 and 70.

- **Plan 7** – pays benefits for up to 7 years, if inception of a covered Total Disability occurs before age 58 or up to age 65, if the inception of disability occurs at or after age 58, but before age 65. Benefits will be paid for up to one year, if disability occurs between ages 65 and 70.

Benefits for disabilities due to mental disorders and/or chemical dependency are limited to a maximum of 24 monthly payments. During this period, benefits are only payable if you are 1. Confined in a hospital or institution which treats such conditions, or 2. receiving a minimum of outpatient psychiatric care two times a month. After two years, benefits will only be paid while you are confined as an inpatient in a hospital or in an institution which treats mental disorders and/or chemical dependency.

*Important Notice for Self-Employed Members:* If you have been self-employed for less than one year, a limited coverage amount of \$2,200 is the maximum available and only under Plan 7 with a 90-Day Waiting Period.

**Your Choice of Waiting Periods** – The Waiting Period is the number of consecutive days you must be Totally Disabled by a covered illness or accident before benefits begin. This Plan gives you the flexibility to choose the Waiting Period, before benefit payments begin, that's most comfortable for you — from 30, 60, 90 or 180 days.

**Your Choice of Monthly Benefit Amount** – You can apply for a monthly benefit of up to \$10,000 (in \$100 increments). The monthly benefit amount you select cannot exceed 60% of your AVERAGE MONTHLY INCOME<sup>1</sup> when combined with any other disability insurance you may have or for which you are applying.

## Plan Features

Take heart in knowing that this plan gives you the following standard features to help protect you and your family if you were to become disabled:

**Own Occupation Benefit** - The Plan pays a monthly

**For more information,  
call a Customer Care  
Representative:**

**Monday - Friday  
8:30 a.m. to 4:30 p.m.  
800.727.7770, Opt. 5**



income benefit if you become Totally Disabled due to a covered accident or illness, and you are unable to perform the material and substantial duties of your occupation and you are not engaged in any occupation for pay or profit.

### Plan Features (continued)

**Residual Disability Benefit** - If you return to work after a covered Total Disability of at least 30 days, have not received the maximum total disability benefit, you may be eligible for a Residual Disability Benefit, provided your current earnings do not exceed 80% of your AVERAGE MONTHLY INCOME<sup>1</sup> for the period before the covered total disability. The amount paid will be described in your Certificate of Insurance. Residual disability must be due to the same cause as the covered total disability and must occur within 90 days of your return to FULL-TIME WORK.

**Partial Disability Benefit** - The Plan pays benefits if you have previously received benefits for a Total Disability, your Partial Disability is due to the same cause as your Total Disability, and you have returned to work but are unable to perform one or more of the substantial and material duties of your occupation. Partial Disability benefits will not be paid if you are currently receiving either Total or Residual Disability Benefits. The amount payable for partial disability benefits is equal to 50% of the Monthly total disability benefit. It will be paid for the lesser of six consecutive weeks or the remaining maximum benefit period for the covered total disability.

**Premiums Waived if Disabled** - After you have been totally disabled for six consecutive months, future premiums are waived while you receive total disability benefits.

**World-wide Coverage** - Once your application is approved and your coverage is issued, you are protected wherever you travel<sup>2</sup>, whether for business or pleasure, as long as you remain a resident of the United States.

**Portable Coverage** - This coverage is yours to keep if you change jobs, start your own firm, or if your employee benefits package changes, subject to the provisions outlined in "When Coverage Ends".

**Tax-Free Benefits** - The benefits paid to you are tax-free; unlike most employer plans, when the employer pays all or part of the premiums, the Monthly Benefit you receive is considered earned income and taxed at your normal tax rate. According to IRS regulations, as long as you pay your own premiums with your after-tax dollars, your disability benefits are tax-free. You may want to consult your personal tax advisor for further information.

1- AVERAGE MONTHLY INCOME means 1/12th of your wages, salaries, commissions, fees and other

## 30-Day Free Look

Once your coverage is approved, you will be sent a Certificate of Insurance summarizing your benefits under the Plan. If you are not completely satisfied with the terms of the Certificate, you may return it, without claim, within 30 days. We will refund your entire premium contribution and invalidate your coverage.

amounts of income received for personal services before the deduction of income or social insurance taxes, and after the deduction of the normal business expenses deductible for income tax purposes, for the immediately preceding 12-month period. It does not include income from overtime, interest, dividends, rent, royalties, annuities, and other insurance or unearned income.

2- Subject to U.S. government regulations on restricted countries.

## Summary of Terms and Conditions

**Effective Date** - Your coverage will become effective on the first day of the month following New York Life's approval of your application (Insurance Date), provided the premium due has been paid within 31 days after you are billed and you are at FULL-TIME WORK on that date.

If you are not at FULL-TIME WORK on the date your application is approved, coverage will not go into effect until the date you return to FULL-TIME WORK, provided the date is within three months of the date the insurance would have otherwise taken effect, and you are still eligible.

## How to Apply

- Complete and sign an Application for Insurance for all parties to be insured.
- Be sure to answer all health questions and collect any documentation requested.
- Place your application and required documentation in an envelope and drop it in the mail.
- Send no payment now, we'll simply bill you upon acceptance.

Don't forget you have 30 days to review and cancel your coverage, so there's absolutely **NO RISK** in applying!

**When Benefits End** - The Plan ceases to pay benefits when your covered disability ends, when the maximum benefit period ends, or if any required proof of continuing Disability is not provided, whichever occurs first. You will remain insured after the benefit ends, except when you have reached the end of the maximum benefit period except as provided in "Exhaustion of Benefits" and "When Coverage Ends" sections. (See the Certificate of Insurance for details.)

**Exhaustion of Benefits** - When you reach the end of the Maximum Benefit Period (determined by the plan under which you are insured – Plan 65 or Plan 7 – and your age when the covered disability began), insurance will be suspended and no premium contributions will be due. Your insurance coverage will be resumed without evidence of insurability if you return to FULL-TIME WORK and so advise the Plan administrator at the number provided herein, remain a NYSBA Member, are less than age 70 and pay the premium contributions due. The resumption of coverage applies to new covered disabilities in accordance with Benefits for Recurring Disabilities, as described below and in your certificate.

**Benefits for Recurring Disability** - Successive periods of disability, which are due to the same or related causes, will be considered a single period of disability unless separated by a return to FULL-TIME WORK of 90 consecutive days or more. Separate, unrelated periods of disability will be considered a single period of disability unless separated by a return to FULL-TIME WORK of at least one full day.

**When Coverage Ends** - Your coverage will end if you fail to pay your premiums when due, discontinue your NYSBA membership, reach age 70, cease FULL-TIME WORK of at least 30 hours per week (for reasons other than disability) or begin active duty in the Armed Forces (except for training purposes of two months or less); The Group Policy is terminated or modified to end coverage for the group to which you belong; or you request to end such coverage.

**What Is Not Covered** - The Plan does not cover disabilities that are due or related to: air travel, except when the insured is a passenger on a licensed commercial, non-military aircraft; military service; self-inflicted injury while sane or insane; declared or undeclared war, or act of war; pre-existing conditions (except as described below); any disability which does not require a doctor's regular care (regular care of doctor does not include, yourself, a close

relative or household member); and any impairment or disease specified as an "Impairment Restriction" in your Certificate. An Impairment Restriction is defined as an exclusion or limitation of your insurance, established and continued by New York Life, for a condition that existed before coverage was effective. Your Certificate will clearly identify any Impairment Restrictions applicable to your coverage and payment of the first premium will establish your acceptance of any Impairment Restriction. Missouri Residents: The exclusion for intentionally self-inflicted injuries is not applicable to injury caused by an attempted suicide while insane.

Benefits for mental disorder and chemical dependency are limited as previously described.

**Pre-Existing Conditions** will not be paid until you have been continuously insured under the policy for 12 consecutive months. A Pre-Existing Condition means a condition for which medical advice was given or treatment was recommended by or received from a physician within the 6 months immediately before becoming covered under this Plan. A Pre-Existing Condition does not include any such condition after you've been continuously insured for 12 months. A condition which is classified as an Impairment Restriction is not considered a Pre-Existing Condition.

The Pre-Existing Condition limitation is an extended waiting period, which starts with your insurance effective date, and not a permanent bar from benefits payment. At the end of the 12 month Pre-Existing Condition limitation period, the limitation no longer applies and you may be eligible for benefits for a covered disability resulting from the condition, if you otherwise qualify, subject to all of the terms of the Group Policy.

In determining whether the Pre-Existing Condition limitation applies, the time that you had coverage under any previous group or blanket policy replaced by coverage under the Group Policy will be credited in the event that coverage was continuous to a date of no more than 60 days prior to the effective date of your coverage. Coverage credited to you will apply to the extent that the previous group or blanket policy's coverage or level of benefits is substantially similar to the coverage or level of benefits you elected under the Group Policy.

To file a claim, contact the Administrator for the necessary form by calling **800.727.7770, Opt. 5.**



## Current 2020 Semi-Annual Premium Rates Per \$100 Monthly Benefit\*

Plan 65								
Waiting Period	Age <30	Ages 30 - 34	Ages 35 - 39	Ages 40 - 44	Ages 45 -49	Ages 50 - 54	Ages 55 - 59	Ages 60 - 69 <sup>†</sup>
30 days	\$7.20	\$8.05	\$10.95	\$14.65	\$20.40	\$25.90	\$29.35	\$28.20
60 days	\$4.90	\$5.45	\$7.50	\$10.65	\$13.80	\$18.10	\$21.00	\$21.30
90 days	\$4.30	\$4.90	\$6.90	\$9.50	\$12.65	\$16.95	\$19.85	\$20.15
180 days	\$3.75	\$4.30	\$6.35	\$8.35	\$11.50	\$15.80	\$18.70	\$18.40
Plan 7								
30 days	\$5.45	\$6.05	\$8.90	\$12.10	\$16.95	\$19.55	\$24.45	\$28.20
60 days	\$3.75	\$4.30	\$6.05	\$8.65	\$10.95	\$15.25	\$18.40	\$21.30
90 days	\$3.15	\$3.75	\$5.45	\$7.50	\$9.80	\$14.10	\$17.25	\$20.15
180 days	\$2.60	\$3.15	\$4.90	\$6.35	\$8.65	\$12.95	\$16.10	\$18.40

\*The initial cost for insurance is based on your attained age when insurance becomes effective. Premium increases as you age and enter a new age category. The premium contributions shown reflect the current rates and benefit structure. Premium contributions may be changed by New York Life on any premium due date or on any date on which the benefits are changed. However, your rates may change only if they are changed for all others in the same rate class of insureds. For example, a class of insureds is all others with the same issue age, waiting period and plan. Benefit options are not guaranteed and are subject to change by agreement between New York Life Insurance Company and the NYSBA.

<sup>†</sup>FOR RENEWAL PURPOSES ONLY: For disabilities commencing on or after November 1st on or immediately following attainment of ages 59 and 64, the maximum benefit period is reduced as previously described.

### How to Calculate Your Semi-Annual Cost:

Select your plan (Plan 65 or Plan 7):

Select your Monthly Benefit (in \$100 increments): a)

Select your Waiting Period (30, 60, 90, 180):

Locate the rate for you age in the Rate Chart above and multiply by the number of \$100 units in a) above: X b)

The amount shown in c) is your semi-annual premium: = c)





## How New York Life Obtains Information and Underwrites Your Request for Group Long-Term Disability 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, 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.

Your AUTHORIZATION may be used for a period of 24 months from the date you signed the application for insurance, unless sooner revoked. The AUTHORIZATION may be revoked at any time by notifying New York Life in writing at the address provided. Your revocation will not be effective to the extent New York Life or any other person already has disclosed or collected information or taken other action in reliance on it, or to the extent that New York Life has a legal right to contest a claim under an insurance certificate or the certificate itself. The information New York Life obtains through your AUTHORIZATION may become subject to further disclosure. For example, New York Life may be required to provide it to insurance, regulatory or other government agencies. In this case, the

information may no longer be protected by the rules governing your AUTHORIZATION.

MIB and other insurance companies may also furnish New York Life, its subsidiaries or the Plan Administrator 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 Plan Administrator, other insurance companies to which you may apply for life and health 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 Plan Administrator 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 the 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](http://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 Administrator 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.

2-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.

### New York Life Insurance Company

8.12 ed

Administered By:

**USI Affinity**

14 Cliffwood Avenue, Suite 310  
Matawan, NJ 07747

AR Insurance License # 325944  
CA Insurance License # 0G11911



This Insurance Is Underwritten By:

**NEW YORK LIFE INSURANCE  
COMPANY**

51 Madison Avenue  
New York, NY 10010  
Under Group Policy G-5400-0  
on Policy Form G-5400-0/GMR-FACE



This Summary contains a brief description of some of the principal provisions of the proposed insurance coverage. Complete terms and conditions are set forth in the group policy issued by New York Life to the New York State Bar Association, and each insured will receive a Certificate of Insurance containing all the benefits and coverage provisions provided under Group Policy G-5400-0 on policy form GMR-FACE/G-5400-0. This group disability policy is available only in the U.S.