



Group Disability Income Insurance Plan

Standard



Help protect your income and lifestyle.

Underwritten by New York Life Insurance Company

Offered to you through Massachusetts Bar Association Members' Insurance Program

ELIGIBILITY

All active members of the Massachusetts Bar Association, who are under age 65 and at Full-Time Work, are eligible to apply for coverage under this Group Disability Income Insurance Plan.

“Full-Time Work” means actively performing the regular duties of your normal occupation for pay or profit on the basis of at least 30 hours per week at the place such duties are normally performed.

This Plan is available to residents of the U.S., excluding territories. (Coverage may not be available in all states at this time. Contact the Administrator for current information.)

MONTHLY BENEFIT

The Plan is designed to pay monthly benefits when you are “Totally Disabled”, as defined below, once you have satisfied the Waiting Period. You may select a Monthly Benefit from \$200 to \$10,000 (\$5,000 if over age 60) in \$100 increments. For Total Disabilities beginning before age 63, benefits are payable up to age 65. For Total Disabilities beginning after age 63 but before age 70, benefits are payable up to two years. At age 60, Monthly Benefits are reduced by 50 percent; premium is reduced accordingly. Your Monthly Benefit amount, when combined with other disability coverage you may have, cannot exceed 60% of your Average Monthly Income, which is your average wages and salary. This figure does not include commissions, fees and any other amounts received for personal services, including the cost of fringe benefits and share of total surplus, income from interest, dividends, rent, royalties, annuities, other insurance and other unearned income.

Average Monthly Income is calculated before deduction of any income taxes or social insurance taxes and after deduction of normal and usual business expenses that are deductible for income tax purposes.

Average Monthly Income is based on the immediately preceding period that produces the highest figure: a) 12 months; b) 24 months; or c) the entire period, if less than 12 months.

WAITING PERIOD

You may select a waiting period of 90 or 180 days; whichever best meets your needs. The waiting period is the number of consecutive days that you must be Totally Disabled before disability benefits become payable.

“TOTAL DISABILITY” DEFINED

Total Disability means you are prevented by injury or sickness from performing the substantial and material duties of your regular occupation after the waiting period, provided you are not working for pay or profit. You will be considered Totally Disabled if an injury or sickness causes the total and permanent loss of any of the following:

1. the Use of Two Limbs;
2. the Sight of Both Eyes;
3. Speech; or
4. Hearing in Both Ears.

The loss of Sight, Speech or Hearing means the total and permanent loss thereof. The loss of the Use of Two Limbs means total and permanent paralysis of such limbs.

SUCCESSIVE PERIODS OF DISABILITY

Successive periods of Total Disability from the same or related causes will be treated as one period of Total Disability unless separated by return to Full-Time Work of three months or more. Different or unrelated causes that are not separated by return to Full-Time Work of at least one day will also be treated as one period of Total Disability.

RESIDUAL BENEFIT

If you return to work after a Total Disability for which you received benefits for at least three months, and said disability began before age 64, you may be eligible for a Residual Benefit, provided your current earnings do not exceed 80% of your pre-disability income.

The benefit payable is a percentage of your Monthly Benefit amount equal to the percentage reduction in your monthly earnings. See the Certificate of Insurance for conditions and limitations.

WAIVER OF PREMIUM

If you become Totally Disabled before age 60 and remain so disabled for at least six consecutive months, all further premiums will be waived for as long as you receive benefits for that disability. Continuation of coverage is subject to all other termination provisions.

SURVIVOR BENEFIT

If you die while receiving benefits for a Total Disability, your surviving relative will receive a benefit equal to three times the Monthly Benefit in force when you died, provided you had not reached the Maximum Benefit Period.

ACCIDENTAL DEATH BENEFIT

The Accidental Death Benefit of \$7,500 will be paid if you should die due to an accident where:

- a) death results from an accidental bodily injury;
- b) death occurs within 180 days of such accident;
- c) such injury occurs while you are insured under the Plan; and
- d) such injury is the direct result of the accident and is independent of all other causes.

No Accidental Death Benefit is payable for a loss that occurs during, or is due or related to a medical, dental or surgical treatment, unrelated to the accident which would otherwise entitle you to benefits. All other **Exclusion and Limitations** noted below also apply.

EFFECTIVE DATE

You will become insured on the date specified by New York Life Insurance Company provided the first premium contribution is paid within thirty-one days after the date you are billed, satisfactory evidence of insurability has been submitted, and you are at Full-Time Work on that date. If you are not at Full-Time Work as required, coverage will not become effective until the day you are at Full-Time Work, provided such date is within three months of the date insurance would have otherwise become effective and you are still eligible for insurance.

Payment of premium contribution for insurance does not mean that there is any coverage in force before the effective date specified by New York Life Insurance Company.

There are instances where New York Life may be able to offer insurance (at the same premium contribution) by eliminating coverage for a specific impairment or disease.

TERMINATION OF COVERAGE

Your coverage will terminate on the earliest to occur of: you cease to be an active member of the association; the premium due date on or next following the date you attain age 70; you cease Full-Time Work, except due to disability covered by the policy; you fail to pay premium when due; you enter full-time active duty in the armed forces (coverage may be restored upon termination of active duty status, subject to policy guidelines); or the group policy is terminated or modified by the Policyholder or New York Life to end coverage for the group of insureds to which you belong.

CURRENT ANNUAL PREMIUM RATES AS OF 2010 – PER \$100 MONTHLY BENEFIT

Member's Age	Waiting Period	
	90-Day	180-Day
Under 40	\$6.88	\$5.85
40 - 44	11.50	10.47
45 - 49	17.35	15.18
50 - 54	26.68	23.29
55 - 59	32.28	28.82
60 - 64*	32.28	28.82
65 - 69*	22.36	18.05

To calculate semi-annual, quarterly, or monthly rates, divide rates shown by 2, 4 or 12, respectively. If you wish to pay monthly, your premiums must be deducted automatically from your checking account. Please complete the Automatic Payment Option Form and return it with your application.

PLEASE NOTE: Cost is based on your age when coverage becomes effective, and increases on the premium due date on or after you enter a higher age bracket. Premium contributions vary depending on the options and amount chosen.

*Benefit periods reduce for Total Disabilities commencing after age 63, as previously described. Rates for ages 60 through 69 are for renewal purposes only. Coverage terminates at age 70.

The premium contributions shown reflect the current rate and benefit structure. Premium contributions may be changed by New York Life Insurance Company on any premium contribution due date and any date on which benefits are changed. However, your rates may change only if they are changed for all others in the class of insureds to which you belong. For example, a class of insureds is a group of people with the same issue age. Benefit amounts are not guaranteed and are subject to change by agreement between New York Life Insurance Company and the Trustee.

EXCLUSIONS AND LIMITATIONS

The Plan does not provide benefits for any disability that occurs during or is due or related to : suicide, attempted suicide or intentionally self-inflicted injury while sane or insane; pregnancy, except complications thereof; your voluntary intake of drugs, narcotics or alcohol (unless prescribed by a physician); a Preexisting Condition (except as noted below); any declared or undeclared war or any act thereof; military service; incarceration for or participation in (except as a victim) an illegal occupation/activity or the commission of a crime; or riding in or descending from any aircraft except while riding as a passenger on a licensed commercial carrier. Moreover, no benefits are available for any disability that is due or related to any impairment or disease specifically excluded from your coverage.

The Plan limits benefits for disabilities due to Mental Disorders or Chemical Dependency to a maximum of twenty-four monthly payments. The Plan also limits benefits payable while you are outside the U.S., Puerto Rico, the Virgin Islands and Canada to a maximum of six monthly payments.

No benefits will be paid unless the disability occurs while you are insured and you are under the care of a licensed physician or surgeon other than yourself (or immediate family or household) during the period of Total Disability.

Preexisting Conditions

A Preexisting Condition is defined as an illness or injury for which you received medical care, treatment or supplies within the twelve month period immediately prior to becoming insured under the Plan. Benefits are not payable for such condition until the earlier of: twelve consecutive months during which you have not consulted with any physician or received any medical services or supplies; and twenty-four consecutive months during which you have been insured under the Plan.

HOW TO APPLY

Please complete the enclosed application, sign, date and return it with your first modal premium check to the address below. Please make your check payable to Selman & Company:

MBA MEMBERS' INSURANCE PROGRAM

6110 Parkland Boulevard

Cleveland, Ohio 44124

1-800-556-7614

enrollment@selmaninsurance.com

30-DAY FREE LOOK

When you become insured, you will be sent a Certificate of Insurance summarizing your coverage. If you're not completely satisfied with the terms you may return it, without claim, within 30 days and your premium will be promptly refunded. No questions asked! Your insurance will then be invalidated.

The Underwriter.

Underwritten by New York Life Insurance Company

51 Madison Avenue, New York, NY 10010,

under Group Policy G-29222-0, on Policy Form GMR-FACE/G-29222-0.

The Administrator

For more than 30 years, associations across the country have looked to Selman & Company for specialized insurance protection. As the administrator for your endorsed insurance plan, our responsibilities are to provide you with a strong valuable plan of benefits, competitive rates, and the personal service you require.

AR Ins. Lic. # 232779

CA Ins. Lic. # 0610394

This brochure contains only a brief description of some of the principal provisions and features of the plan. The complete terms and conditions are set forth in the group policy issued by New York Life Insurance Company to the Trustee of the Preferred Group Trust.

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Important Notice

How New York Life Underwrites Your Request for Group Disability Income Insurance

Information regarding insurability will be treated as confidential. In considering your request for coverage, we will rely on the medical information you provide, and on the information you authorize us to obtain from your doctor, other medical practitioners and facilities, other insurance companies to which you have applied for insurance and MIB, Inc. (formerly Medical Information Bureau). New York Life will not disclose such information to anyone except those you authorize or where required or permitted by law. We may make a brief report to MIB; however, we will not disclose our underwriting decision. 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.

MIB is a nonprofit organization of life insurance companies which operates an information exchange on behalf of its members. When you apply for insurance or submit a claim for benefits to a MIB member company, medical or non-medical information may be given to the Bureau, which may then be furnished to member companies.

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 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 at: MIB, Inc., 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734. Telephone: (866) 692-6901 or TTY (866) 346-3462 for the hearing impaired.

For NM residents: In addition, ***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 Administrator at the address listed on the application. Please include your full name, date of birth and address.

If we can provide the coverage you requested, we will inform you as to when such coverage will be effective. Under no circumstances will coverage be effective prior to this date. Payment of a premium contribution with your application does not mean that there is any insurance in force before the effective date as determined by New York Life.

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 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 family member, employer or associate of a victim of domestic abuse or a person with whom the applicant or insured is known to have a direct, close, personal, family or abuse-related relationship.