

**GROUP OFFICE OVERHEAD EXPENSE
INSURANCE PLAN APPLICATION**
FOR MEMBERS OF THE AMERICAN COLLEGE OF PHYSICIANS



**Request for Group Insurance From:
New York Life Insurance Company
51 Madison Ave. • New York, NY 10010**

TO APPLY:
Complete this form and return with your
premium check payable to:
ADMINISTRATOR
ACP GROUP INSURANCE PROGRAM
P.O. Box 10374 • Des Moines, IA 50306-8812

For Puerto Rico Residents, the address is:
Global Insurance Agency, Inc.
P.O. Box 9023918 • San Juan, PR 00902-3918

QUESTIONS?
Call: 1-888-643-0323
ACPGroupins.service@mercer.com

PLEASE PRINT IN INK OR TYPE ALL ANSWERS.
DO NOT USE CORRECTION FLUID OR GEL PENS. INITIAL AND DATE ANY CHANGES YOU MAKE.

1. Member Information:

Name: _____
Last First MI

Add 1: _____

Add 2: _____

City, St., Zip: _____

Social Security #: _____

Home Phone (____) _____

Work Phone (____) _____

Email Address: _____
Mercer Consumer will not share your email information.

Member's Date of Birth: _____ Sex: M F
MO. DAY YR.

Height: _____ ft _____ in. weight _____ lbs.

Please check one: Home address Business address

Marital Status: Married Divorced Single Widow(ed)

Civil Union* Domestic Partner* (Submit a completed Declaration of Domestic Partnership form—not applicable in OR.)
*Eligibility of Domestic Partner/Civil Union partners is determined by State law.

Do you intend to reside outside the U.S. in the next 12 months?
 YES, Countries: _____ For how long? _____ No

2. Membership Affiliation – Occupational Status:

A. Are you applying as:
Full member in good standing of the ACP? Yes No 44561/44562 Membership # _____
Physician Affiliate Yes No 44561/50785 Non-Physician Affiliate Yes No 44561/51113

B. Average month amount of "Covered Overhead Expenses" in preceding 6 months \$ _____

C. Practicing as Corporation Partnership Individual

D. If corporation or partnership, for what amount of monthly "Covered Expense" are you responsible? \$ _____

E. Average number of employees _____

F. What is your occupation? _____
Main Duties _____

G. FULL -TIME WORK means actively performing the regular duties of your normal occupation for pay or profit on the basis of at least 20 hours each week at the place such duties are normally performed. Are you now at FULL-TIME WORK? Yes No

3. Insurance Requested: Refer to the Plan Information/Plan Details for eligibility, options, and coverage description.

I request the following coverage: new additional

I hereby apply for the coverage indicated below, based upon all my statements made in this application:

Waiting Period: 30 days 60 days **Benefit Period:** 1 Year 2 Year 3 Year

Monthly Benefit (Choose amount of protection from \$1,000 to \$15,000 in \$500 increments): \$ _____

Payment Option:
 Option 1: PERIODIC BILLING: Annually Semiannually Quarterly Premium Contribution Enclosed: \$ _____
 Option 2: Electronic Funds Transfer (EFT): I request and authorize the Administrator, ACP Group Insurance Program to make monthly withdrawals against the account specified on the attached check or any account subsequently named by me, and such bank to process these withdrawals as if I had signed them, for the purpose of collecting premium contributions under this plan. (Enclose a VOIDED check and a check for the first monthly payment.)

X _____
SIGNATURE(S) AS REQUIRED ON CHECKS ISSUED AGAINST THIS ACCOUNT DATE

3. Insurance Requested: (continued)

Do you now have or are you now applying for any other insurance which provides benefits if you are unable to work because of disability?

Yes No IF YES, PLEASE LIST

Company	Plan	Monthly Benefit	Benefit Period

4. Statement of Health: Please initial and date any changes you make on this form.

To the best of your knowledge and belief, please answer the following questions as they apply to you. YES NO

1. Are you now ill or taking prescribed medication or receiving or contemplating any medical attention or surgical treatment? YES NO
2. During the past five years, have you ever been medically diagnosed by a physician or other medical care practitioner as having or been treated for:
 - a. heart or circulatory trouble, elevated blood pressure, chest pain or pressure, gynecological or genitourinary disorders, disorder of breast or reproductive organs or functions, ulcers or digestive disorders, cancer, tumor or cyst, diabetes, mental or nervous disorder, emotional conditions, psychiatric care or psychotherapeutic treatment, fainting spells, convulsions or epilepsy, respiratory disorder, kidney or liver disorder (including hepatitis), enlarged lymph nodes or immunodeficiency disorder, thyroid disorder, blood disorder, albumin, blood, pus or sugar in urine, back trouble/disorder, arthritis, bone or joint disorder, varicose veins, hemorrhoids or hernia, disorder of eyes, ears, nose or sinuses, unexplained weight loss or accidental injury?..... YES NO
 - b. Other Health or physical impairment including:
 - (i) Being medically diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC)?.. Have you ever been tested positive for exposure to the HIV infection, or been diagnosed as having ARC (AIDS-Related Complex) or AIDS (Acquired Immune Deficiency Syndrome) caused by the HIV infection, or other sickness or condition derived from such infection?..... YES NO
 - (ii) Chronic cough, persistent diarrhea, enlarged lymph glands, chronic fatigue in the past five years?..... YES NO
 - (iii) Any other impairment? YES NO
3. During the past five years have you ever been counseled, treated or hospitalized for the use of alcohol or drugs?..... YES NO
4. Are you now pregnant? YES NO
5. Are you now disabled, or applied or applying for, or receiving any disability or Workers' Compensation benefits or on waiver of premium for life or health insurance?..... YES NO
6. During the past two years, have you participated in, or does any person plan to participate in: aircraft flying other than as passenger, scuba diving, ultra light flying, ballooning, parachuting, mountaineering, rodeo riding, snowmobiling, hang gliding, parasailing, bungee jumping, or organized motorcycle racing, or any type of organized motorized racing?..... YES NO
7. Driver's License No.: _____ State in which issued: _____
8. During the past five years, have you had your driver's license suspended, revoked, or had any moving violations?..... YES NO
9. **Except for Residents of MN and CT: s** Have you been convicted of a crime or served time in prison because of a conviction or have an arrest pending? YES NO
Residents of MN and CT only: Have you been convicted of a crime or served time in prison because of a conviction or been convicted for any reason during the past 15 years? YES NO
10. If you have answered any of the questions "Yes," give complete details below. (Attach a separate sheet if necessary, sign and date)

4. Statement of Health: (continued) Please initial and date any changes you make on this form.

Question Letter/No.	Illness or Condition-Date of Onset-Duration-Treatment-Operation-Degree of Recovery and Date:	Name and address of Physicians or other Practitioners and Hospitals where confined or treated:

I understand that New York Life Insurance Company has the right to require additional information and, if necessary, an examination by a physician. I ask New York Life to rely on all such statements made on this form, and any supplements to it, while considering this request. I also understand that the coverage afforded will be in consideration of the answers and statements set forth above.

AUTHORIZATION: I hereby authorize any licensed physician, medical practitioner, hospital, pharmacy, clinic or other medical or medically related facility, laboratory, insurance company or MIB, Inc. ("MIB"), or other organization, institution or person, that has any records or knowledge of me or my health to release information, including prescription drug records, maintained by physicians, pharmacy benefit managers, and other sources of information to New York Life Insurance Company, its reinsurers, its subsidiaries or the plan administrator about the physical and mental health of any persons proposed for insurance, including significant history, findings, diagnosis and treatment, but excluding psychotherapy notes for the purpose of evaluating my application for insurance. Health information obtained will not be re-disclosed without my authorization unless permitted by law, in which case it may not be protected under federal privacy rules. 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.

A photocopy of this AUTHORIZATION and request form shall be as valid as the original. In all circumstances, my authorized agent, representative or I may request a copy of this AUTHORIZATION. This AUTHORIZATION shall be valid for a period of 24 months from the date signed, unless sooner revoked. The AUTHORIZATION may be revoked at any time by sending written notice to New York Life Insurance Company. My revocation will not be effective to the extent that 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.

By signing and dating this application, the member **requests** the insurance indicated; and the member and any person proposed for insurance **consent** to authorize the disclosure of information to and from the providers noted above and in the IMPORTANT NOTICE, including making a brief report of my protected health information to MIB, Inc.; and **attest** to having read the IMPORTANT NOTICE and Fraud Notices indicated below, including how my information is exchanged with MIB, and that to the best of my knowledge and belief, the answers provided to the questions are true and complete.

Member's Signature X _____ **Date** _____
(PLEASE SIGN AND DATE IN INK)

PAYMENT OF A PREMIUM CONTRIBUTION FOR INSURANCE DOES NOT MEAN THERE IS ANY COVERAGE IN FORCE BEFORE THE EFFECTIVE DATE AS SPECIFIED BY NEW YORK LIFE.

9/13 ed.
 OO113E-ACP

FRAUD NOTICE – For residents of all states *except those listed below*: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties. **RESIDENTS OF CO**, the following also applies: Any insurance company or agent who defrauds or attempts to defraud an insured shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

RESIDENTS OF AL/AR/LA/RI: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

RESIDENTS OF CA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties. The falsity of any statement in the application for any policy shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

FOR RESIDENTS OF D.C., WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

RESIDENTS OF FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

RESIDENTS OF KS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of insurance fraud as determined by a court of law.

RESIDENTS OF ME: It is a crime to knowingly provide false, incomplete, or misleading information to any insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

RESIDENTS OF MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

RESIDENTS OF NJ: WARNING: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

RESIDENTS OF NY: Any person who knowingly and with intent to defraud any insurance company or any other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

RESIDENTS OF OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

RESIDENTS OF PUERTO RICO: Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for payment of a loss or other benefit, or presents more than one claim for the same damage or loss will incur a felony, and upon conviction will be penalized for each violation, with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

RESIDENTS OF TN/WA: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

RESIDENTS OF VA: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statements may have violated state law.

IMPORTANT NOTICE:

How New York Life Obtains Information and Underwrites Your Request For The Group Office Overhead Expense Insurance Plan

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.

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 application 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 Web site 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 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 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.

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Group Office Overhead Expense Plan

Underwritten by New York Life Insurance Company

FOR AMERICAN COLLEGE OF PHYSICIANS MEMBERS
AND AFFILIATE MEMBERS



HELPS YOU MAINTAIN YOUR PRACTICE WHILE YOU ARE DISABLED

Office expenses need to be met, even if you aren't around to pay them. The ACP Overhead Expense Insurance Plan can help you keep your practice running by providing financial coverage for your normal operating expenses while you are recovering from a disability. You will be able to take the time needed to recuperate while finding comfort in knowing that your office and staff will be ready and waiting for your return.

WHO IS ELIGIBLE?

Eligibility

If you are an ACP member, Physician Affiliate and Non-Physician Affiliate under age 60 and at FULL-TIME WORK, you may apply for the Group Office Overhead Expense 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 20 hours each week at the place such duties are normally performed.

This offer is available only to residents of the U.S. and Puerto Rico. Coverage may not be available in all states at this time; contact the Administrator for current information.

HOW THE PLAN WORKS

The Plan is designed to pay Monthly Benefits when you are Totally Disabled. Benefits begin at the end of the waiting period, provided you are Totally Disabled.

- 1. For ACP Members:** Totally Disabled means an incapacity from an injury or sickness that completely and continuously prevents you from doing the material and substantial duties of your medical speciality or specialties provided you are not working in any gainful occupation.
- 2. For Physician Affiliate Members:** Totally Disabled means an incapacity from an injury or sickness that you suffer while you are insured under the policy, but only if such incapacity completely and continuously prevents you from doing the material and substantial duties of your usual occupation, provided you are not working for pay or profit.
- 3. For Non-Physician Affiliate Members:** Totally Disabled means an incapacity from an injury or sickness that you suffer while you are insured under the policy, but only if such incapacity completely and continuously prevents you from doing the material and substantial duties of:
 - a. For the first 24 months, after your selected waiting period, your usual occupation,
 - b. After the 24 month period, any occupation for which you are qualified by reason of education, training or experience provided you are not otherwise working for pay or profit.

Choice of Monthly Benefit

You may apply for a Monthly Benefit of \$500 to \$15,000 per month (in \$500 units). The actual monthly benefit payable will not exceed the

lesser of: the Eligible Expenses incurred for that month; the average of monthly Eligible Expenses incurred during the six month period immediately preceding your Total Disability and; the Monthly Benefit in force on the date you become Totally Disabled. To find the amount that's appropriate, check your records for your actual expenses and calculate your average monthly expenses for the past twelve months. (See enclosed worksheet.)

For some benefit amounts requested, a financial questionnaire may be required as evidence of insurability.

Choice of Waiting Periods

A waiting period is the number of consecutive days you must be Totally Disabled before benefits can begin. You have a choice of 30 or 60 days.

Choice of Benefit Periods

A Benefit Period is the duration of how long monthly benefits are payable after you have satisfied your chosen waiting period for a Total Disability. This plan offers you a choice of benefit periods: 1, 2, or 3 years.

Regardless of which Benefit Period you choose, for Total Disabilities commencing after age 64, the benefits are payable for up to one year.

Eligible Overhead Expenses

This Plan is designed to provide coverage for the normal operating expenses of your current practice which are incurred while you are Totally Disabled. Eligible Overhead Expenses include, but are not limited to:

- Office rent
- Interest payments on outstanding business debts
- Utilities (heat, water, telephone, electricity, etc.)
- 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
- Accounting fees, to the extent that such expenses are normal and customary in the conduct and operations of the business
- Professional membership and /or subscription dues
- Such other fixed expenses as are normal and customary in the conduct and operation of your office

If you're incorporated, a partner or joint tenant, Eligible Overhead Expenses include only your share of overhead expenses.

Eligible Overhead Expenses do not include: the salary, fees, drawing accounts, profits, or any compensation for you, your partner or any member of your profession employed by or working for you; any individual hired after the date your disability begins (except your temporary replacement); income taxes; personal expenses; charitable contributions; the cost of the purchase of office equipment, goods or merchandise; or the payment of principal on any indebtedness.

YOUR COST

Cost is based on the Waiting Period, Monthly Benefit, Benefit Period and your age when coverage becomes effective.
Cost increases on the premium due date on or immediately after you reach a higher age bracket.

Current 2019 Semi-Annual Premium Rates Per \$1,000 Monthly Benefit

30-Day Waiting Period						
Age	3-Year Benefit Period		2-Year Benefit Period		1-Year Benefit Period	
		15% Premium Discount**		15% Premium Discount**		15% Premium Discount**
Under age 30	\$22.00	\$18.70	\$20.00	\$17.00	\$17.00	\$14.45
30-34	28.00	23.80	24.00	20.40	20.00	17.00
35-39	32.00	27.20	27.00	22.95	21.00	17.85
40-44	40.00	34.00	32.00	27.20	25.00	21.25
45-49	60.00	51.00	47.00	39.95	35.00	29.75
50-54	80.00	68.00	62.00	52.70	44.00	37.40
55-59	110.00	93.50	90.00	76.50	65.00	55.25
*60-64	160.00	136.00	135.00	114.75	105.00	89.25
*65-69	200.00	170.00	200.00	170.00	200.00	170.00

60-Day Waiting Period						
Age	3-Year Benefit Period		2-Year Benefit Period		1-Year Benefit Period	
		15% Premium Discount**		15% Premium Discount**		15% Premium Discount**
Under age 30	\$18.00	\$15.30	\$15.00	\$12.75	\$13.00	\$11.05
30-34	24.00	20.40	19.00	16.15	15.00	12.75
35-39	28.00	23.80	21.00	17.85	17.00	14.45
40-44	36.00	30.60	26.00	22.10	20.00	17.00
45-49	55.00	46.75	40.00	34.00	29.00	24.65
50-54	74.00	62.90	53.00	45.05	37.00	31.45
55-59	100.00	85.00	75.00	63.75	55.00	46.75
*60-64	150.00	127.50	125.00	106.25	95.00	80.75
*65-69	180.00	153.00	180.00	153.00	180.00	153.00

*Applicable to renewal only. Maximum benefit duration of 1 year ages 64 and over. Coverage terminates at age 70. Premium rates for monthly benefits or modes of payment not shown are exact multiples of the applicable premium rates shown.

**The current 15% premium discount is effective through March 31, 2020. Although not guaranteed, the Group Office Overhead Expense Insurance Plan for ACP members has returned premium discounts for several years.

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 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 same class of insureds. For examples, a class of insureds is a group of people with the same issue age. Benefit Option amounts are not guaranteed and are subject to change by agreement between New York Life Insurance Company and the Trustees of the American College of Physicians, Inc. Insurance Trust.

How To Determine Your Cost for Other Monthly Benefits

If you wish to request a Monthly Benefit (in \$500 units) for an amount not shown, please contact the Administrator for assistance.

WHEN COVERAGE ENDS

Insurance can remain in force until you reach age 70, provided: you do not cease FULL-TIME WORK (other than for reason of disability); ACP membership is maintained; premium contributions are paid when due; active duty in the armed forces (except for training purposes of two months or less) is not begun; and the group policy is not terminated or modified by the policyholder or New York Life Insurance Company to end insurance for the group of insureds to which you belong.

Coverage will also end when the maximum benefit payable for a disability has been reached.

YOUR EFFECTIVE DATE

Insurance will take effect on the date specified by New York Life Insurance Company, provided the initial contribution has been paid 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 become effective and you are still eligible for coverage.

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

There are instances where New York Life Insurance Company may be able to offer insurance (at the same premium contribution) by eliminating coverage for specific impairments or diseases.

PLAN FEATURES

Waiver of Premium Contributions

If you have been Totally Disabled for six consecutive months, premium contributions due thereafter will be waived for as long as benefits are payable for that Total Disability.

Benefits for Recurring Disability

Successive periods of disability which are due to the same or related causes and are not separated by return to FULL-TIME WORK for at least six consecutive months will be considered as one period of disability, as will unrelated disabilities that are not separated by return to FULL-TIME WORK of at least one full day. Disabilities which meet these separation requirements will be treated as a new disability, subject to a new benefit and waiting period.

Business Estate Settlement Benefit

If you die while receiving benefits or during your waiting period, the plan will pay a benefit for covered expenses incurred in closing your office. The benefit will be paid to your estate or to the corporation if your practice is incorporated up to a maximum of four times the monthly benefit selected.

Tax-Deductible Premium Contributions

The IRS currently recognizes "Office Overhead Expense Insurance" as a legitimate business expense and allows deductions of its premium contributions as a business expense under Rev. Rul. 55-264, 1955-1C.B11. This aspect should be discussed with your financial advisor.

EXCLUSIONS AND LIMITATIONS

The Plan does not provide benefits for any disability that occurs during or is due or related to: intentionally self-inflicted injury while sane or insane declared or undeclared war or any act thereof, military service, or incarceration for or participation in (except as a victim) an illegal occupation activity or the commission of a crime; Pre-Existing Condition (except as noted below); or any impairment or disease specifically excluded from your coverage.

No benefits are payable for any disability for which you are not under the regular care of a licensed physician or surgeon other than yourself, your business associate, or member of your immediate family or household.

The Plan limits benefits for disabilities due to alcoholic intoxication and drug use (unless prescribed by a physician other than yourself) to 12 months.

A Pre-Existing Condition is an injury or illness for which you consulted a physician, took medication, or received medical services or supplies during the immediate 12-month period prior to becoming insured under this Plan. Benefits are not payable for disability due to a Pre-Existing Condition until the end of the earlier of: 12 consecutive months during which you have not consulted a physician, took medication, or received medical services or supplies or: 24 months.

HOW TO APPLY IT'S AS EASY AS 1, 2, 3.

1. Be sure to read the information in this brochure carefully. Choose the Monthly Benefit you wish to request.
2. Complete, sign and date the Application. It is extremely important that you answer fully the questions about medical history on this form. New York Life will rely upon your answers, and failure to provide complete and truthful information may invalidate coverage.

If your state of residence mandates recognition of a Domestic Partner as an eligible spouse, contact the Administrator for a Declaration of Domestic Partnership form or go to www.personal-plans.com/acp to download the form.

If you choose the Electronic Funds Transfer (EFT) Option, be sure to include a voided check, as applicable, in addition to the check for the first payment due.

3. Mail the Application together with your check made payable to:
Administrator
ACP Group Insurance Program
P.O. Box 10374
Des Moines, IA 50306-8812

Residents Of Puerto Rico:

Please send your completed application and check for the initial premium to:

Global Insurance Agency, Inc.
P.O. Box 9023918
San Juan, PR 00902-3918

MEDICAL REQUIREMENTS

New York Life Insurance Company reserves the right to request medical information needed to determine an applicant's eligibility for coverage. Based upon the age of the person proposed for insurance and the amount of coverage requested, a physical exam, EKG, blood test or other medical information may be required.

Not all applicants will have to supply additional information. However, if required, we will arrange for an independent professional paramedic to contact you to perform these simple tests at your convenience. The exam and blood test will be free of charge.

Requests for insurance will be processed promptly and coverage will be issued for members whose evidence of insurability has been found to be satisfactory.

HOW TO FILE A CLAIM

To file a claim, call or write the Administrator for claim forms.

30-DAY FREE LOOK

If you are not completely satisfied with the terms of your Certificate, you may return it, without claim, within 30 days. Your coverage will be invalidated and your premium refunded no questions asked!

This Group Office Overhead Expense Plan Is Underwritten By:



New York Life Insurance Company
51 Madison Avenue
New York, NY 10010
under Group Policy No. G-29030-1
on Policy Form GMR-FACE/G-29030-1

The ACP Insurance Trust incurs costs in connection with this sponsored Program. To provide and maintain this valuable membership benefit, it is reimbursed for these costs. The ACP also receives a fee for the license of its name and logo for use in connection with this Plan.

This brochure contains only a partial description of some of the principal provisions and definitions of the coverage. The complete terms and conditions are set forth in the group policy issued by New York Life Insurance Company to the Trustees of the American College of Physicians, Inc. Insurance Trust.

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OO113P-ACP

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This Group Office Overhead Expense Plan Is Administered By:



Mercer Consumer, a service of Mercer Health & Benefits Administration LLC
ACP Group Insurance Program
P.O. BOX 10374
Des Moines, IA 50306-8812

Telephone Toll Free: 1-888-643-0323
www.personal-plans.com/acp

AR Insurance License #100102691
CA Insurance License #0G39709
In CA d/b/a Mercer Health & Benefits Insurance Services LLC

FINANCIAL WORKSHEET

Use the average monthly office operating expenses incurred for the preceding 12 months to calculate the average monthly amount of Eligible Overhead Expenses. Benefits are payable to help cover these operating expenses.

HOW TO DETERMINE YOUR MONTHLY BENEFIT AMOUNT

Use this chart to calculate the monthly benefit amount you may need to maintain the operation of your office if you become Totally Disabled. Keep in mind that benefits are based on your actual average monthly expenses during the six months before your covered Totally Disability begins, up to the amount for which you are insured. Therefore, you should apply only for the coverage amount you expect you will need.

Office Rent:		\$ _____
Interest payments on outstanding business debts:		\$ _____
Utilities (heat, water, telephone, electricity, etc.):		\$ _____
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:	\$ _____	
Employee Taxes:	\$ _____	
General Liability:	\$ _____	
Professional Liability/Malpractice:	\$ _____	
TOTAL:		\$ _____

Accounting fees, to the extent that such expenses are normal and customary in the conduct and operation of the business: \$ _____

Professional membership and/or subscription dues: \$ _____

Such other fixed expenses as are normal and customary in the conduct and operation of the insured's office: \$ _____

Total Eligible Overhead Expenses: \$ _____

Important Notes: This plan does not cover: the salary, fees, drawing accounts, profits, or any compensation for you or any member of your profession employed by or working for you: any individual hired after the date your disability begins (except your temporary replacement); income taxes; personal expenses; charitable contributions; the cost of the purchase of office equipment; goods or merchandise; or the payment of principal on any indebtedness. Benefits are based on your actual average monthly expenses during the six months before a covered Total Disability, up to the Monthly Benefit for which you are insured.

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