What is Group Office Overhead Expense Disability Insurance?

Your most valuable asset is your ability to earn a living as a surgeon. But what would happen if you were disabled? Disability insurance helps guarantee that your family and your living expenses are paid. And that’s wonderful. But it’s only one-half of the solution.

The ACS Office Overhead Expense Disability Insurance Plan is the other half of the equation, the one seldom considered. What disability insurance does for your family and personal expenses, Office Overhead does for your business. It helps ensure that, if you are disabled, your office runs, your employees are paid, your monthly business bills (like professional insurance premiums, utilities, and service fees) are handled, up to $20,000 per month.

In short, Office Overhead protection helps ensure that you still have an office and a practice when you recover. Can you afford to overlook these expenses?

Help protect your family’s financial future, your home and the lifestyle you have worked hard for with the American College of Surgeons Group Office Overhead Expense Disability Insurance.
WHO IS ELIGIBLE?
All ACS Members, under age 60, who are actively performing all the duties of their medical profession or their occupation, at least 30 hours per week, and who are not full time members of the armed forces, may apply for coverage. This plan is available to residents of the United States and Puerto Rico (except Washington state and U.S. territories).

CHOOSE YOUR BENEFIT
You may select a monthly benefit from $500 to $20,000 in $100 increments up to $10,000 or, in $1,000 increments from $10,000 to $20,000.

The amount of monthly benefit you select should not exceed what you estimate your office expenses to be. Benefits that become payable cannot be greater than your actual incurred operating expenses. If you have partners, share office facilities, or are a member of a professional corporation, request a monthly benefit amount equal to your share of expenses.

BENEFIT AND WAITING PERIOD
After you have been totally and continuously disabled for at least 30 days, the monthly benefit will be payable for a period during which your disability continues for up to 24 months as a result of one covered injury or sickness.

WHAT IS TOTAL DISABILITY?
Total disability means your inability to perform the duties of your surgical or medical specialty or primary occupation as the direct result of a covered injury or sickness.

You must be receiving regular care by a legally qualified physician or surgeon, other than yourself, in order to be eligible for benefits.

BENEFITS FOR RECURRING DISABILITY
Successive periods of disability due to the same or related cause and not separated by a return to active practice for at least six consecutive months will be considered one period of disability, as will unrelated disabilities that are not separated by return to active practice for at least one full day. Disabilities that meet these separation requirements will be treated as a new disability subject to a new waiting period.

WAIVER OF PREMIUM
If you are totally disabled and have been for at least six consecutive months, your subsequent premiums for this coverage will be waived and your coverage continued at no cost to you as long as you continue to receive total disability benefits.
COVERED OFFICE EXPENSES
Covered Office Overhead Expenses mean expenses actually incurred in the operation of your office for the practice of medicine (generally accepted as tax deductible by the IRS) including:

• Rent or if you own your office, real estate taxes and mortgage interest costs (but not that amount applied to principal)
• Premium for professional liability, malpractice and property and casualty insurance; Worker’s Compensation; and employee group benefit plans
• Business equipment loans and leases for equipment used in your office
• Depreciation of office furniture and equipment
• Maintenance of existing office equipment
• Employee salaries, including payroll taxes and contributions for employee benefits
• Utilities and Services including electricity, gas, heat, telephone answering, water, laundry and janitorial services, postage and stationery
• Other normal and customary fixed expenses including professional licenses, subscriptions, membership dues, and accountant’s services

OFFICE EXPENSES NOT COVERED

• Salaries of employees hired after disability begins, except an employee hired as a temporary replacement for the insured
• Personal expenses including insured’s salary, fees, income taxes, drawing account or any other remuneration
• Salaries or fees to other individuals in the same occupation as the insured for professional services
• Purchases including the cost of office equipment, goods, wares or merchandise
• Repayment of loan principal on a loan and/or mortgage

American College of Surgeons Group Office Overhead Expense Disability Insurance
WHAT DISABILITIES ARE NOT COVERED
The Office Overhead Expense Plan does not cover any loss, fatal or non-fatal, caused or contributed by:

1. **Air Travel** - A disability that: (a) occurs during; (b) is due to; or (c) is related to: your travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless you are traveling: (a) solely as a fare paying passenger on a licensed, commercial, regularly scheduled, non-military aircraft; or (b) in a civil aircraft having a current and valid “Standard Federal Aviation Agency Airworthiness Certificate” and piloted by a person with a current and valid pilot’s certificate with proper ratings for the type of flight and aircraft involved.

2. **Drugs** - A disability that is due to or related to the taking of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents, unless such use is: (a) as prescribed or administered by a doctor, other than yourself; or (b) accidental.

3. **Impairment Restriction** - A disability that is due to or related to a condition which is specifically excluded from or limits coverage at the time of issue.

4. **Pregnancy, Childbirth or a Related Medical Condition** - A disability that is due to a pregnancy, childbirth or a related medical condition, except for certain complications of pregnancy.

5. **Regular Care** - A disability that does not require the regular care of a doctor (“doctor” does not include yourself or a member of your immediate family).

6. **Self-Inflicted Injury** - A disability that is due to or related to an intentional self-inflicted injury or occurs while intentionally injuring oneself; whether sane or insane. Missouri Residents: attempted suicide or self inflicted injury while insane will not be excluded from coverage.

7. **War** - A disability that is due to or related to a declared or undeclared war, an act of war or an armed conflict that involves the armed forces of one or more countries.

8. **Military** - A disability that is due to or related to service in the military, naval or air force of any country, alliance or international organization or in a civilian unit which serves such force.
WHEN COVERAGE ENDS
Your coverage will be continued until the premium due date next following your 70th birthday as long as you remain an ACS Member, the Group Policy is not terminated by New York Life or the policy holder, your premiums are paid timely, you do not cease to be actively at work at least 30 hours a week in a gainful occupation other than for a covered disability and you do not enter active duty in the armed forces.

UNDERWRITING REQUIREMENTS
All applicants must meet the New York Life underwriting requirements (satisfactory evidence of good health) to qualify. Neither the College nor the Insurance Trust participates in decisions concerning insurability of applicants. The Administrator follows the Insurance Company’s medical underwriting guidelines to evaluate enrollment forms. Thus, all final decisions regarding insurability are the sole responsibility of the Insurance Company.

HOW TO APPLY
To apply, complete the application form and forward it to the Administrator’s office in Irving, TX. You may also apply online through our website: www.acs-insurance.com. Upon approval of your application, a Certificate of Insurance will be issued. PLEASE DO NOT SEND MONEY with your application form. You will receive a statement for the amount due along with your Certificate of Insurance upon approval.

Call 800.433.1672 if you have any questions.

EFFECTIVE DATE OF COVERAGE
In order to become insured, individuals must provide satisfactory evidence of insurability and pay the required premium. Insurance will take effect on the first day of the month on or following the date coverage is approved by New York Life, provided:

a) the initial contribution is paid within 31 days of that date, and
b) you are actively working full-time on the date such insurance would take effect.

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<th>AGE</th>
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Rates shown are current and may be changed by New York Life on any premium due date and on any date on which benefits are changed but may only be done on a class-wide basis (for example, a class is a group of insureds with the same age and gender). Future benefits are subject to change by agreement between New York Life and the Trustees of the ACS Insurance Trust.

Monthly Office Overhead Expense Disability benefits are available from $500 to $20,000 in $100 increments up to $10,000 or in $1,000 increments from $10,000 to $20,000. To find your quarterly premium, simply multiply the rate for your age by the number of $100 increments you desire. Rates are based on your age when you enter the plan and change at each new age bracket.

You may also qualify for the Package Discount and have your rates discounted an additional 25% (see next page for details)
Visit www.acs-insurance.com to learn more about the ACS-sponsored insurance plans.

The American College of Surgeons Insurance Program offers a wide range of group insurance plans. Visit www.acs-insurance.com to find out more about the ACS-sponsored group insurance plans indicated below:

- **Group 10-Year Level Term Life Insurance** - affordable life insurance protection for a 10 year period available for members under age 65.

- **Group 20-Year Level Term Life Insurance** - affordable life insurance protection for a 20 year period available for members under age 55.

- **Group Long Term Disability Insurance** - long term disability insurance protection that can provide you with an income for a long period of time and is available to members under age 60.

- **Group Office Overhead Disability Insurance** - group insurance protection that helps your practice to continue to operate if you are totally disabled or seriously ill and is available to members under age 60.

- **Group Accidental Death & Dismemberment Insurance** - insurance protection for unforeseen financial hardship from a serious accident that causes death or dismemberment and is available to members under age 65.

The plans above are underwritten by New York Life Insurance Company. For ratings information, visit www.newyorklife.com/about/what-rating-agencies-say.

**Valuable Package Discount** – If your personal ACS insurance package includes one or more of the Term Life Plans, and the Accidental Death & Dismemberment Plan, and one or both of the Disability Plans, your total premium will be reduced by 25% on all plans. Incredible savings!!

The discount only applies to qualifying plans underwritten by New York Life Insurance Co.

Additional insurance plans available to ACS members, but not underwritten by New York Life Insurance Company are:

- **Auto and Homeowner Insurance**
- **Long Term Care Insurance**
IMPORTANT NOTICE:

How New York Life Obtains Information and Underwrites Your Request for ACS Group (COVERAGE) Insurance

In this notice, references to “you” and “your” include any person proposed for insurance. Information regarding insurability will be treated as confidential. In considering whether the person(s) in your request for insurance qualify for insurance, we will rely on the medical information you provide, and on the information you AUTHORIZE us to obtain from your physician, other medical practitioners and facilities, other insurance companies to which you have applied for insurance and MIB, Inc. (“MIB”). MIB is a not-for-profit organization of insurance companies, which operates an information exchange on behalf of its members. If you apply for life or health insurance coverage or a claim for benefits is submitted to an MIB member company, medical or non-medical information may be given to MIB, and such information may then be furnished by MIB, upon request, to a member company.

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 (TTY 866 346-3642). Information for consumers about MIB may be obtained on its website at www.mib.com.

For NM Residents: PROTECTED PERSONS ¹ I have a right of access to certain CONFIDENTIAL ABUSE INFORMATION ² 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.

¹PROTECTED PERSON means a victim of domestic abuse: who has notified us that he/she is or has been a victim of domestic abuse; and who is an insured person or prospective insured person.

²CONFIDENTIAL ABUSE INFORMATION means information about: acts of domestic abuse or abuse status; the work or home address or telephone number of a victim of domestic abuse; or the status of an applicant or insured as family member, employer or associate of a victim of domestic abuse or a person with whom an applicant or insured is known to have a direct, close, personal, family or abuse-related relationship.

New York Life Insurance Company 8.12 ed
This brochure provides a general description of the insurance plan offered and is not a contract. Complete terms, conditions, definitions, exclusions, limitations and renewability are detailed in Group Policy No. GMR-FACE/G-29002-1 and Certificate of Insurance.

ACS Insurance Trust incurs costs in connection with providing oversight and administrative support for this sponsored plan. To provide and maintain this valuable membership benefit, it is reimbursed for these costs. ACS also receives a fee for the license of its name and logo for use in connection with the plan.