

ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

100 Motor Parkway, Hauppauge, New York 11788

ACCIDENT INSURANCE REQUIRED DISCLOSURE STATEMENT POLICY FORM AP5NY RETAIN THIS FOR YOUR RECORDS!

Accident Benefit Coverage. The policy is an individual policy of insurance. The policy provides insurance only for ACCIDENTS. It does NOT provide basic hospital, basic medical or major medical insurance, as defined by the New York State Insurance Department. This policy does not provide any benefits other than those described below.

IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

This disclosure statement is a very brief summary of your policy.

Read Your Policy Carefully! This disclosure statement provides a brief description of some of the important features of the policy. This is not the insurance contract and only the actual policy provisions control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

The expected benefit ratio for the policy is 50.48%. This ratio is the portion of future premiums which the company expects to return as benefits, when averaged over all people with the policy.

Accident only coverage providing Accidental Death and Dismemberment and Supplemental Expense Coverage from a covered accident only. Coverage is provided for the benefits outlined below. Treatment must be received in the United States, the U.S. territories or the countries of Canada and Mexico.

BENEFITS

We pay the following for an accidental injury which results, within 90 days (180 days for Accidental Death, Common Carrier Accidental Death or Dismemberment, or unless otherwise stated) of the accident, in any of the covered losses. Must be diagnosed by a physician. Any loss not stated is not covered.

Accidental Death. We pay \$50,000 per unit for accidental death (\$25,000 per unit for spouse, \$12,500 per unit for each child).

Common Carrier Accidental Death. We pay \$250,000 per unit if accidental death occurs on a common carrier (\$125,000 per unit for spouse, \$62,500 per unit for each child).

Dismemberment. We pay \$50,000 per unit, multiplied by the applicable factor in the policy, for dismemberment (\$25,000 per unit for spouse, \$12,500 for each child).

Dislocation or Fracture. We pay \$2,000 per unit, multiplied by the applicable factor in the policy, for dislocation or fracture (\$1,000 per unit for spouse, \$500 per unit for each child).

Initial Hospitalization Confinement. We pay \$750 per unit upon confinement in a hospital as a result of an injury. This benefit is paid only once per person, per hospital confinement and only once per calendar year.

Hospitalization Confinement. We pay \$50 per unit, per day for hospital confinement. This benefit is paid for each day up to a maximum of 90 days per accident.

Intensive Care. We pay \$400 per unit, per day if confined in a hospital intensive care unit. This benefit is paid for each day up to a maximum of 90 days per accident.

Ambulance Services. We pay \$200 per unit for ambulance services needed as a result of an injury. We pay 3 times that amount per unit for transfer by air ambulance.

Physician Treatment Expenses. We pay \$50 per unit for treatment by a physician. This benefit is paid only once per covered accident per covered person.

X-Ray Expenses. We pay \$100 per unit for x-rays. This benefit is paid only once per covered accident per covered person.

Emergency Room Services. We pay \$100 per unit for emergency room services. This benefit is paid only once per covered accident per covered person.

Accident Follow-Up Treatment. We pay \$50 per unit per day for follow-up treatment provided a benefit is paid under the Physician Treatment Expenses Benefit or the Emergency Room Services Benefit. We pay for 1 follow-up treatment per day for up to a maximum of 6 treatments per covered person, per accident. Treatment must be administered by a physician, must be for injuries sustained in a covered accident, begin within 90 days after the accident, and take place no longer than 6 months after the accident. This benefit is not paid for the same visit for which the Physical Therapy Benefit is paid.

BENEFITS (Continued)

Lacerations. We pay \$50 per unit for treatment of 1 or more lacerations (cuts) within 30 days after the accident. This benefit is paid only once per covered person, per calendar year.

Burns. We pay the amount shown below for treatment of 1 or more burns, other than sun burns, within 30 days after the accident. This benefit is paid only once per covered person, per accident.

1. For second and third degree burns covering less than 15% of the total body surface, \$100 per unit.
2. For second and third degree burns covering 15% or more of the total body surface, \$500 per unit.

Skin Graft Benefit. We pay 50% of the Burns Benefit for a skin graft received for a burn for which a benefit is paid under the Burns Benefit. The skin graft must be performed within 90 days of the accident. This benefit is paid only once per covered person, per accident.

Brain Injury Diagnosis. We pay \$150 per unit upon the first diagnosis of a concussion, cerebral laceration, cerebral contusion or intracranial hemorrhage. Must be first treated by a physician within 30 days after the accident. This benefit is paid only once per covered person.

Computed Tomography (CT) Scan and Magnetic Resonance Imaging (MRI). We pay \$50 per unit for a CT scan or MRI within 180 days after the accident. Must first be treated by a physician within 30 days after the accident. This benefit is paid only once per covered person, per accident, per calendar year.

Open Abdominal or Thoracic Surgery. We pay \$1,000 per unit for abdominal or thoracic surgery for internal injuries within 30 days of the accident. We pay this benefit even if no surgical repair is required.

Tendon, Ligament, Rotator Cuff or Knee Cartilage Surgery. We pay \$500 per unit for a surgical procedure to repair an injury to a tendon, ligament, rotator cuff or knee cartilage, performed within 180 days after the accident.

We pay \$150 per unit if exploratory surgery using arthroscopy is performed and no surgical repair is required.

Ruptured Disc Surgery. We pay \$500 per unit for a surgical procedure to repair a ruptured disc of the spine. The ruptured disc must be diagnosed and the surgical procedure must be performed by a physician within 180 days after the accident.

Eye Surgery. We pay \$100 per unit for surgery or removal of a foreign object from the eye. The procedure must be performed by a physician within 90 days after the accident. This benefit is paid only once per covered person, per accident.

General Anesthesia. We pay 15% of the applicable Surgery Benefit for general anesthesia administered by a nurse anesthetist or physician for surgery required to treat an injury provided a benefit is paid for the surgery under a Surgery Benefit of the policy. The surgery must be performed by a physician within 180 days after the accident.

Blood and Plasma. We pay \$300 per unit for a blood or plasma transfusion within 30 days after an accident. This benefit is paid only once per covered person, per accident.

Appliance. We pay \$125 per unit for a wheelchair, crutches or walker prescribed by a physician as an aid in personal locomotion or mobility. The use of a medical appliance must begin within 90 days after the accident. This benefit is paid only once per covered person, per accident.

Medical Supplies. We pay \$5 per unit for over-the-counter medical supplies provided a benefit is paid for the accident under the Physician Treatment Expenses Benefit or the Emergency Room Services Benefit. The supplies must be purchased within 90 days after the accident. This benefit is paid only once per covered person, per accident.

Medicine. We pay \$5 per unit for prescription or over-the-counter medicine provided a benefit is paid for the accident under the Physician Treatment Expenses Benefit or the Emergency Room Services Benefit. The medicine must be purchased within 90 days after the accident. This benefit is paid only once per covered person, per accident.

Prosthesis. We pay the amount shown below for a prosthetic arm, leg, hand, foot or eye that a covered person loses as a direct result of an accident, provided a benefit is paid under the Dismemberment Benefit. The prosthetic device must be received within 180 days after the accident. This benefit is paid only once per covered person, per accident.

1. For 1 device, \$500 per unit.
2. For 2 or more devices, \$1,000 per unit.

Physical Therapy. We pay \$50 per unit per day for physical therapy treatment when prescribed by a physician for an injury, provided a benefit is paid under the Physician Treatment Expenses Benefit or the Emergency Room Services Benefit. We pay for 1 physical therapy treatment per day for up to a maximum of 6 treatments per accident per covered person. Chiropractic services are excluded. Physical therapy must begin within 90 days after the accident, and take place no longer than 6 months after the accident. This benefit is not payable for the same visit for which the Accident Follow-Up Treatment Benefit is paid.

BENEFITS (Continued)

Rehabilitation Unit. We pay \$100 per unit per day for confinement to a rehabilitation unit as a result of an injury, provided the covered person has been hospital confined immediately prior to being transferred to the rehabilitation unit. This benefit is paid for each day a room charge is incurred, up to 30 days per covered person, per continuous period of confinement, for a maximum of 60 days per calendar year. This benefit is not payable for days on which the Hospital Confinement Benefit is paid.

Non-local Transportation. We pay \$400 per unit per trip for non-local treatment at a hospital or other specialized freestanding treatment center prescribed by a physician when the same or similar treatment cannot be obtained locally. We do not pay for visits to a physician's office or clinic or for services other than actual treatment. This benefit is paid up to 3 times per accident. Transportation by ground or air ambulance is not covered under this benefit.

Family Member Lodging. We pay \$100 per unit per day for the lodging of 1 adult family member to be with the covered person when confined in a non-local hospital or other specialized freestanding treatment center for treatment. This benefit is paid for up to 30 days for each accident, provided a benefit is paid under the Non-local Transportation Benefit. This benefit will not be paid if the family member lives within 100 miles one-way of the treatment facility.

Post-Accident Treatment. We pay \$200 per unit if hospital confined for at least 3 consecutive days due to an injury resulting from an accident which occurs more than 250 miles from the place of residence and is brought home by a common carrier. Travel to the place of residence must take place within 48 hours following discharge from the hospital, provided a benefit is paid under the Hospital Confinement Benefit. This benefit is paid only for the injured covered person, and only paid once per covered person, per calendar year.

PRE-EXISTING CONDITIONS

If a covered person has a pre-existing condition as defined in the policy, we do not pay benefits for such conditions under the policy during the 6 month period beginning on the effective date. After 6 months from the effective date, a pre-existing condition not excluded by name or specific description is covered.

LIMITATIONS AND EXCLUSIONS

We do not pay benefits under the policy for any loss incurred as a result of:

1. injury incurred prior to the covered person's effective date of coverage, subject to the Time Limit on Certain Defenses provision; or
2. any act of war, whether or not declared, participation in riot, insurrection, or rebellion; or
3. intentionally self-inflicted injuries or attempted suicide; or
4. injury for which a contributing cause was the covered person's commission of or attempt to commit a felony; or
5. injury for which a contributing cause was the covered person being engaged in an illegal occupation; or
6. any injury sustained or contracted in consequence of the covered person being intoxicated or under the influence of any narcotic unless administered upon the advice of a physician; or
7. aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; or
8. alcoholism or drug addiction; or
9. mental or emotional disorders; or
10. plastic surgery for cosmetic purposes, unless the surgery is required to treat an injury; or
11. dental care or treatment, unless such care or treatment is due to injury to sound natural teeth.

Benefits are paid under the policy only for, or in connection with, treatment received in the United States, the U.S. territories or the countries of Canada or Mexico.

RENEWABILITY

The policy is guaranteed renewable until the insured's age 75, subject to change in premiums by class.

TERMINATION

The policy terminates at the earliest of: the end of the grace period; the end of the policy year in which the insured becomes age 75; or the insured's death. The spouse, if covered under the policy, becomes the new insured upon the insured's death.

PREMIUMS

Premiums may change on a class basis. We can change the premium rates only on policy anniversaries. A notice will be mailed in advance of any change. A grace period of 31 days is granted for payment of each premium after the first. The policy remains in force during the grace period.