# Aflac Accident Indemnity Advantage®

24-HOUR ACCIDENT-ONLY INSURANCE – PLAN 2

Aflac is dedicated to helping provide peace of mind and financial security.





Policy NYR35600



### **Added Protection for You and Your Family**

Even if you're well prepared, accidents happen. And they happen to all kinds of people every day. What's even more unexpected are the out-of-pocket expenses associated with them—even if you have major medical insurance.

That's how Aflac can help. Aflac pays cash benefits directly to you (unless you specify otherwise) to help with things like out-of-pocket medical expenses, the rent or mortgage, groceries, or utility bills. Helping you with the medical expenses that major medical doesn't cover—and much more.

### The Aflac Accident Indemnity Advantage® insurance policy has:

- No deductibles and no copayments
- No lifetime limit—policy won't terminate based on the number of claims filed or the dollar amount of claims paid
- No network restrictions—you choose your own healthcare provider
- No coordination of benefits-we pay regardless of any other insurance



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### The facts say you need the protection of the Aflac Accident Indemnity Advantage® plan:



### FACT NO. 2 EVERY HOUR APPROXIMATELY

MEDICALLY CONSULTED INJURIES OCCUR.<sup>1</sup>

<sup>1</sup>Injury Facts, 2013 Edition, National Safety Council.

Understand the difference Aflac can make in your financial security. Aflac is dedicated to helping provide individuals and families peace of mind and financial security when they've needed it most. Our Accident Indemnity Advantage<sup>®</sup> insurance policy is just another way to help make sure you're well protected.

### Most accidents are unpredictable. But their impact on your finances doesn't have to be.

So, what would an injury or trip to the emergency room mean to your savings? Out-of-pocket expenses associated with an accident are unexpected and often burdensome; perhaps the accident itself could not have been prevented, but its impact on your finances and your well-being certainly can be reduced.

Aflac enables you to take charge and to help provide for an unpredictable future by paying cash benefits for accidental injuries. Your own peace of mind and the assurance that your family will have help financially are powerful reasons to consider Aflac.

### **Policy Benefits Include:**

- A health screening benefit payable for routine medical exams to encourage early detection and prevention.
- Daily hospitalization benefits payable for hospital stays.
- Benefits payable for emergency treatment, X-rays, and major diagnostic exams.
- Benefits payable for follow-up treatments and physical therapy.
- Transportation and lodging benefits payable for travel to receive treatment.

#### How it works



The above example is based on a scenario for Accident Indemnity Advantage<sup>®</sup> – Plan 2 that includes the following benefit conditions: Ground ambulance transportation (Ambulance Benefit) of \$200, physician visit (Accident Emergency Treatment Benefit) of \$120, x-ray (X-Ray Benefit) of \$50, Initial Accident Hospitalization Benefit of \$1,000, Accident Hospital Confinement Benefit (hospitalized for 5 days) of \$825, Major Diagnostic Exams Benefit (CT scan) of \$200, Physical Therapy Benefit (8 treatments) of \$400, Appliances Benefit (wheelchair) of \$125, Accident Follow-Up Treatment Benefit (3 days) of \$150.

The policy has limitations and exclusions that may affect benefits payable. For costs and complete details of the coverage, contact your Aflac insurance agent/producer. This brochure is for illustrative purposes only. Refer to the policy for benefit details, definitions, limitations, and exclusions.

### Plan 2 Accident Indemnity Advantage<sup>®</sup> Benefit Overview

BENEFIT NAME	BENEFIT AMOUNT			
HEALTH SCREENING BENEFIT	\$60 once per 12-month period			
ACCIDENT EMERGENCY TREATMENT BENEFIT	\$120 once per 24-hour period, per covered accident, per covered person			
X-RAY BENEFIT	\$50 once per covered accident, per covered person			
ACCIDENT FOLLOW-UP TREATMENT BENEFIT	\$50 for one treatment per day, per covered accident, per covered person			
INITIAL ACCIDENT HOSPITALIZATION BENEFIT	\$1,000 once per period of hospital confinement or \$2,000 once when a covered person is admitted directly to an intensive care unit per year, per covered person			
ACCIDENT HOSPITAL CONFINEMENT BENEFIT	\$165 per day, up to 365 days per covered accident, per covered person			
INTENSIVE CARE UNIT CONFINEMENT BENEFIT	\$640 per day, per covered accident, per covered person			
MAJOR DIAGNOSTIC EXAMS BENEFIT	\$200 per year, per covered person			
EPIDURAL PAIN MANAGEMENT BENEFIT	\$100 paid no more than twice per covered accident, per covered person			
PHYSICAL THERAPY BENEFIT	\$50 per treatment, per covered accident, per covered person			
REHABILITATION UNIT BENEFIT	\$150 per day			
APPLIANCES BENEFIT	\$125 once per covered accident, per covered person			
PROSTHESIS BENEFIT	\$750 once per covered accident, per covered person			
BLOOD/PLASMA/PLATELETS BENEFIT	\$250 once per covered accident, per covered person			
AMBULANCE BENEFIT	\$200 ground or \$1,500 air			
TRANSPORTATION BENEFIT	\$600 per round trip, up to 3 trips per year, per covered person			
FAMILY LODGING BENEFIT	\$125 per night, up to 30 days per covered accident			
ACCIDENTAL-DEATH BENEFIT	Common-Carrier AccidentOther AccidentHazardous Activity Accident	У		
INSURED	\$150,000 \$40,000 \$10,000			
SPOUSE	\$150,000 \$40,000 \$10,000			
CHILD	\$25,000 \$12,500 \$3,125			
ACCIDENTAL-DISMEMBERMENT BENEFIT	\$625-\$40,000			

# ACCIDENT-ONLY COVERAGE

#### American Family Life Assurance Company of New York 22 Corporate Woods Boulevard • Suite 2 Albany, New York 12211 1.800.366.3436

### ACCIDENT-ONLY COVERAGE Disclosure Statement for Policy Series NYR35600

### THIS POLICY PROVIDES LIMITED BENEFITS.

#### BENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

This IS NOT A MEDICARE SUPPLEMENT policy. If you are eligible for Medicare, review the *Guide to Health Insurance for People With Medicare* available from Aflac New York.

This policy provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical insurance, as defined by the New York State Insurance Department.

IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS. Only the Sickness Disability Rider provides coverage for Sickness.

- (1) Read Your Policy Carefully. This outline of coverage provides a very brief description of the important features of the coverage. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and Aflac New York. It is, therefore, important that you READ YOUR POLICY CAREFULLY!
- (2) Accident-Only coverage is designed to provide, to persons insured, coverage for certain losses resulting from a covered accident ONLY, subject to any limitations contained in the policy. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.
- (3) Benefits. Benefit A is a preventive benefit; the Accidental-Death, Dismemberment, or Injury of a Covered Person is not required for this benefit to be payable.
- **HEALTH SCREENING BENEFIT:** After this policy has been in Α. force for 12 months, Aflac New York will pay \$60 if you or any one family member undergoes routine examinations or other preventive testing during the following policy year. Services covered are annual physical examinations, dental examinations, mammograms, Pap smears, eye examinations, immunizations, flexible sigmoidoscopies, ultrasounds, prostatespecific antigen tests (PSAs), and blood screenings. This benefit will become available following each anniversary of this policy's Effective Date for service received during the following policy year and is payable only once per policy each 12-month period following your policy anniversary date. Eligible family members are your spouse and the Dependent Children of either you or your spouse. Service must be under the supervision of or recommended by a Physician, received while your policy is in force, and a charge must be incurred.

Aflac New York will pay the following benefits as applicable if a Covered Person's Accidental-Death, Dismemberment, or Injury is caused by a covered accident that occurs on or off the job. Form NYB35625 Accidental-Death, Dismemberment, or Injury must be independent of Sickness or the medical or surgical treatment of Sickness, or of any cause other than a covered accident. A covered Accidental-Death, Dismemberment, or Injury must also occur while coverage is in force and is subject to the Limitations and Exclusions. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

- B. ACCIDENT EMERGENCY TREATMENT BENEFIT: Aflac New York will pay \$120 when a Covered Person receives treatment for Injuries sustained in a covered accident. This benefit is payable for treatment by a Physician or treatment received in a Hospital emergency room. Treatment must be received within 72 hours of the accident for benefits to be payable. This benefit is payable once per 24-hour period and only once per covered accident, per Covered Person.
- C. X-RAY BENEFIT: Aflac New York will pay \$50 when a Covered Person requires an X-ray while receiving emergency treatment in a Hospital or a Hospital emergency room for Injuries sustained in a covered accident. This benefit is not payable for X-rays received in a Physician's office. This benefit is limited to one payment per covered accident, per Covered Person. The X-Ray Benefit is not payable for exams listed in the Major Diagnostic Exams Benefit.
- D. ACCIDENT FOLLOW-UP TREATMENT BENEFIT: Aflac New York will pay \$50 per day when a Covered Person receives emergency treatment for Injuries sustained in a covered accident and later requires additional treatment over and above emergency treatment administered in the first 72 hours following the accident. Aflac New York will pay for one treatment per day for up to a maximum of six

treatments per covered accident, per Covered Person. The treatment must begin within 30 days of the covered accident or discharge from the Hospital. Treatments must be furnished by a Physician in a Physician's office or in a Hospital on an outpatient basis. This benefit is payable for acupuncture when furnished by a licensed certified acupuncturist. The Accident Follow-Up Benefit is not payable for the same days that the Physical Therapy Benefit is paid.

- E. INITIAL ACCIDENT HOSPITALIZATION BENEFIT: Aflac New York will pay \$1,000 when a Covered Person is admitted for a Hospital Confinement of at least 18 hours for treatment for Injuries sustained in a covered accident or Aflac New York will pay \$2,000 if a Covered Person is admitted directly to an Intensive Care Unit of a Hospital for treatment for Injuries sustained in a covered accident. This benefit is payable only once per Period of Hospital Confinement (including Intensive Care Unit confinement) and only once per Calendar Year, per Covered Person. Hospital Confinements must start within 90 days of the accident.
- F. ACCIDENT HOSPITAL CONFINEMENT BENEFIT: Aflac New York will pay \$165 per day when a Covered Person is admitted for a Hospital Confinement of at least 18 hours for treatment of Injuries sustained in a covered accident. Aflac New York will pay this benefit up to 365 days per covered accident, per Covered Person. Hospital Confinements must start within 90 days of the accident. The Accident Hospital Confinement Benefit and the Rehabilitation Unit Benefit will not be paid on the same day. The highest eligible benefit will be paid.
- G. INTENSIVE CARE UNIT CONFINEMENT BENEFIT: Aflac New York will pay \$640 for each day a Covered Person is confined and charged for a room in an Intensive Care Unit for treatment of Injuries sustained in a covered accident. This Intensive Care Unit Confinement Benefit is payable for up to 15 days per covered accident, per Covered Person. Hospital Confinements must start within 90 days of the accident. The Accident Hospital Confinement Benefit and the Intensive Care Unit Confinement Benefit will not be paid on the same day. The highest eligible benefit will be paid.
- H. MAJOR DIAGNOSTIC EXAMS: Aflac New York will pay \$200 when a Covered Person requires one of the following exams for Injuries sustained in a covered accident and a charge is incurred: computerized tomography (CT scan), computerized axial tomography (CAT), magnetic resonance imaging (MRI), or electroencephalography (EEG). These exams must be performed in a Hospital or a Physician's office. This benefit is limited to one payment per Calendar Year, per Covered Person. No lifetime maximum. Exams listed in the Major Diagnostic Exams Benefit are not payable under the X-Ray Benefit.

- I. EPIDURAL PAIN MANAGEMENT BENEFIT: Aflac New York will pay \$100 when a Covered Person is prescribed, receives, and incurs a charge for an epidural administered for pain management in a Hospital or a Physician's office for Injuries sustained in a covered accident. This benefit is not payable for an epidural administered during a surgical procedure. This benefit is payable no more than twice per covered accident, per Covered Person.
- J. PHYSICAL THERAPY BENEFIT: Aflac New York will pay \$50 per treatment when a Covered Person receives emergency treatment for Injuries sustained in a covered accident and later a Physician advises the Covered Person to seek treatment from a licensed Physical Therapist. Physical therapy must be for Injuries sustained in a covered accident and must start within 30 days of the covered accident or discharge from the Hospital. Aflac New York will pay for one treatment per day for up to a maximum of ten treatments per covered accident, per Covered Person. The treatment must take place within six months after the accident. The Physical Therapy Benefit is not payable for the same days that the Accident Follow-Up Treatment Benefit is paid.
- K. REHABILITATION UNIT BENEFIT: Aflac New York will pay \$150 per day when a Covered Person is admitted for a Hospital Confinement and is transferred to a bed in a Rehabilitation Unit of a Hospital for treatment of Injuries sustained in a covered accident and a charge is incurred. This benefit is limited to 30 days for each Covered Person per Period of Hospital Confinement and is limited to a Calendar Year maximum of 60 days. No lifetime maximum. The Rehabilitation Unit Benefit will not be payable for the same days that the Accident Hospital Confinement Benefit is paid. The highest eligible benefit will be paid.
- L. APPLIANCES BENEFIT: Aflac New York will pay \$125 when a Covered Person receives a medical appliance, prescribed by a Physician, as an aid in personal locomotion, for Injuries sustained in a covered accident. Benefits are payable for the following types of appliances: wheelchair, leg brace, back brace, walker, and a pair of crutches. This benefit is payable once per covered accident, per Covered Person.
- M. PROSTHESIS BENEFIT: Aflac New York will pay \$750 when a Covered Person requires use of a Prosthetic Device as a result of Injuries sustained in a covered accident. This benefit is not payable for repair or replacement of Prosthetic Devices, hearing aids, wigs, or dental aids to include false teeth. This benefit is payable once per covered accident, per Covered Person.
- N. BLOOD/PLASMA/PLATELETS BENEFIT: Aflac New York will pay \$250 when a Covered Person receives blood/plasma and/or platelets for the treatment of Injuries sustained in a covered accident. This benefit does not pay NYR35625.3

for immunoglobulins and is payable only one time per covered accident, per Covered Person.

- **0. AMBULANCE BENEFIT:** Aflac New York will pay \$200 when a Covered Person requires ambulance transportation to a Hospital for Injuries sustained in a covered accident. Ambulance transportation must be within 72 hours of the covered accident. Aflac New York will pay \$1,500 when a Covered Person requires transportation provided by an air ambulance for Injuries sustained in a covered accident. A licensed professional ambulance company must provide the ambulance service.
- P. TRANSPORTATION BENEFIT: Aflac New York will pay \$600 per round trip to a Hospital when a Covered Person requires Hospital Confinement for medical treatment due to an Injury sustained in a covered accident.

Aflac New York will also pay \$600 per round trip when a covered Dependent Child requires Hospital Confinement for medical treatment due to an Injury sustained in a covered accident if commercial travel (plane, train, or bus) is necessary and such Dependent Child is accompanied by any Immediate Family Member.

This benefit is not payable for transportation to any Hospital located within a 50-mile radius of the site of the accident or residence of the Covered Person. The local attending Physician must prescribe the treatment requiring Hospital Confinement. This benefit is payable for up to three round trips per Calendar Year, per Covered Person. This benefit is not payable for transportation by ambulance or air ambulance to the Hospital.

- **Q. FAMILY LODGING BENEFIT:** Aflac New York will pay \$125 per night for one motel/hotel room for a member(s) of the Immediate Family that accompanies a Covered Person who is admitted for a Hospital Confinement for the treatment of Injuries sustained in a covered accident. This benefit is payable only during the same period of time the injured Covered Person is confined to the Hospital. The Hospital and motel/hotel must be more than 50 miles from the residence of the Covered Person. This benefit is limited to one motel/hotel room per night and is payable up to 30 days per covered accident.
- **R.** ACCIDENTAL-DEATH BENEFIT: Aflac New York will pay the applicable lump-sum benefit indicated below for an Accidental-Death. Accidental-Death must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident.

	Insured	<u>Spouse</u>	<u>Child</u>
Common-Carrier Accident	\$150,000	\$150,000	\$25,000
Other Accident	40,000	40,000	12,500
Hazardous Activity Accident	10,000	10,000	3,125

In the event of the Accidental-Death of a covered spouse or Dependent Child, Aflac New York will pay you the applicable lump-sum benefit indicated above. If you are disqualified from receiving the benefit by operation of law, then the benefit will be paid to the deceased Covered Person's estate unless Aflac New York has paid the benefit before receiving notice of your disqualification.

In the event of your Accidental-Death, Aflac New York will pay the applicable lump-sum benefit indicated above for your Accidental-Death to the beneficiary named in the application for this policy unless you subsequently changed your beneficiary. If you changed your beneficiary, then Aflac New York will pay this benefit to the beneficiary named in your last change of beneficiary request of record. If any beneficiary is a minor child, then any benefits payable to such minor beneficiary will not be paid until a guardian for the financial estate of the minor is appointed by the court or such beneficiary reaches the age of majority as defined by applicable state law. If any beneficiary is disgualified from receiving the benefit by operation of law, then the benefit will be paid as though that beneficiary died before you unless Aflac New York has paid the benefit before receiving notice of the beneficiary's disgualification. If a beneficiary dies before you do, the interest of that beneficiary terminates. If a beneficiary does not survive you by 15 days, then the benefit will be paid as though the beneficiary died before you unless Aflac New York has paid the benefit before receiving notice of the beneficiary's death. If no beneficiary survives you, Aflac New York will pay the benefit to your estate.

S. ACCIDENTAL-DISMEMBERMENT BENEFIT: Aflac New York will pay the applicable lump-sum benefit indicated below for Dismemberment. Dismemberment must occur as a result of Injuries sustained in a covered accident and must occur within 90 days of the accident.

## Dismemberment or complete loss of, with or without reattachment:

	Insured	<u>Spouse</u>	<u>Child</u>
Both arms and both legs	\$40,000	\$40,000	\$12,500
Two eyes, feet, hands, arms, or legs	40,000	40,000	12,500
One eye, foot, hand, arm, or leg	10,000	10,000	3,750
One or more fingers and/or one or more toes	2,000	2,000	625

Only the highest single benefit per Covered Person will be paid for Dismemberment. Benefits will be paid only once per Covered Person, per covered accident. If death and Dismemberment result from the same accident, only the Accidental-Death Benefit will be paid.

- (4) Optional Benefits
  - A. Off-the-Job Accident Disability Benefit Rider: (Series NY35050) Applied For: □Yes □No

### This rider does not apply to the spouse or dependents. It applies to the Named Insured only, as shown in the Policy Schedule.

PRE-EXISTING CONDITION LIMITATIONS: A Pre-existing Condition is an injury for which, within the 12-month period before the Effective Date of coverage, medical advice or treatment was recommended by a Physician or received from a Physician, or for which symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment. Disability or hospitalization caused by a Preexisting Condition or reinjuries to a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS OF THIS RIDER: Aflac New York will not pay benefits for a Disability that is treated outside the territorial limits of the United States, its possessions, or countries of Canada or Mexico. Refer to your policy for additional Limitations and Exclusions.

Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Injury. We reserve the right to meet with you during the pendency of a claim or to use an independent consultant and Physician's statement to determine whether you are qualified to receive Disability benefits. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date you are no longer Disabled or the date of your death.

- 1. TOTAL OR PARTIAL DISABILITY BENEFIT (through age 69): If you have a Full-Time Job at the time of your Off-the-Job Injury, we will insure you as follows while coverage is in force:
  - a. Total Disability: If your covered Off-the-Job Injury causes your Total Disability for your covered Off-the-Job Injury, we will pay you the Daily Disability Benefit for the Off-the-Job Accident Disability Benefit Rider for each day of your Disability or your Successive Periods of Disability. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

You will no longer be qualified to receive this benefit upon the earlier of your (1) being released by your Physician to perform the material and substantial duties of your Full-Time Job or (2) working at any job.

b. Partial Disability: If your covered Off-the-Job Injury causes your Partial Disability for your covered Off-the-Job Injury, we will pay you the Daily Disability Benefit for the Off-the-Job Accident Disability Benefit Rider for each day of your Disability or your Successive Periods of Disability. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

You will no longer be qualified to receive this benefit upon the earlier of your (1) being released by your Physician to perform the material and substantial duties of your Full-Time Job or (2) working at any job earning 80 percent or more of your pre-Disability Base Pay Earnings of your Full-Time Job at the time you became disabled.

2. DISABILITY BENEFIT (without a Full-Time Job or at age 70 and above): If you do not have a Full-Time Job at the time of your Off-the-Job Injury or if you are age 70 or above, we will insure you as follows while coverage is in force:

If you require Hospital Confinement for your covered Off-the-Job Injury, we will pay you the Daily Disability Benefit for the Off-the-Job Accident Disability Benefit Rider multiplied by three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

# IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

### B. On-the-Job Accident Disability Benefit Rider: (Series NY35051) Applied For: □Yes □No

This rider does not apply to the spouse or dependents. It applies to the Named Insured only, as shown in the Policy Schedule.

PRE-EXISTING CONDITION LIMITATIONS: A Pre-existing Condition is an injury for which, within the 12-month period before the Effective Date of coverage, medical advice or treatment was recommended by a Physician or received from a Physician, or for which symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment. Disability or hospitalization caused by a Preexisting Condition or reinjuries to a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS OF THIS RIDER: Aflac New York will not pay benefits for a Disability that is treated outside the territorial limits of the United States, its possessions, or countries of Canada or Mexico. Refer to your policy for additional Limitations and Exclusions.

Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Injury. We reserve the right to meet with you during the pendency of a claim or to use an independent consultant and Physician's statement to determine whether you are qualified to receive Disability benefits. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date you are no longer Disabled or the date of your death.

- 1. TOTAL OR PARTIAL DISABILITY BENEFIT (through age 69): If you have a Full-Time Job at the time of your On-the-Job Injury, we will insure you as follows while coverage is in force:
  - a. Total Disability: If your covered On-the-Job Injury causes your Total Disability for your covered On-the-Job Injury, we will pay you the Daily Disability Benefit for the On-the-Job Accident Disability Benefit Rider for each day of your Disability or your Successive Periods of Disability. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

You will no longer be qualified to receive this benefit upon the earlier of your (1) being released by your Physician to perform the material and substantial duties of your Full-Time Job or (2) working at any job.

b. Partial Disability: If your covered On-the-Job Injury causes your Partial Disability for your covered On-the-Job Injury, we will pay you the Daily Disability Benefit for the On-the-Job Accident Disability Benefit Rider for each day of your Disability or your Successive Periods of Disability. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

You will no longer be qualified to receive this benefit upon the earlier of your (1) being released

by your Physician to perform the material and substantial duties of your Full-Time Job or (2) working at any job earning 80 percent or more of your pre-Disability Base Pay Earnings of your Full-Time Job at the time you became disabled.

2. DISABILITY BENEFIT (without a Full-Time Job or at age 70 and above): If you do not have a Full-Time Job at the time of your On-the-Job Injury or if you are age 70 or above, we will insure you as follows while coverage is in force:

If you require Hospital Confinement for your covered On-the-Job Injury, we will pay you the Daily Disability Benefit for the On-the-Job Accident Disability Benefit Rider multiplied by three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

## IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

C. Sickness Disability Benefit Rider: (Series NY35052) Applied For: □Yes □No

### This rider does not apply to the spouse or dependents. It applies to the Named Insured only, as shown in the Policy Schedule.

PRE-EXISTING CONDITION LIMITATIONS: A Pre-existing Condition is an illness, disease, infection, condition, or disorder for which, within the 12-month period before the Effective Date of coverage, medical advice or treatment was recommended by a Physician or received from a Physician, or for which symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment. Disability caused by a Pre-existing Condition, including deliveries for children conceived prior to the Effective Date of coverage, will not be covered unless it begins more than 12 months after the Effective Date of coverage.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS OF THIS RIDER: (The Limitations and Exclusions listed in the policy do not apply to this rider unless they are listed below) Aflac New York will not pay benefits for services rendered by you or a member of the Immediate Family of a Covered Person. Aflac New York will not pay benefits whenever coverage provided by this rider is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void. Aflac New York will not pay benefits for a Disability that is treated outside the territorial limits of the United States, its possessions, or countries of Canada or Mexico. Aflac New York will not pay benefits for a Disability that is caused by or occurs as a result of any bacterial, viral, or microorganism infection or infestation or any condition resulting from insect, arachnid, or other arthropod bites or stings as a Disability due to an Injury; such Disability will be covered to the same extent as a Disability due to Sickness. Aflac New York will not pay benefits for a Disability that is caused by or occurs as a result of your: (1) Mental or emotional disorders, including but not limited to the following: bipolar affective disorder (manic-depressive syndrome), delusional (paranoid) disorders, psychotic disorders, somatoform disorders (psychosomatic illness), eating disorders. schizophrenia, anxiety disorders, depression, stress, or post-partum depression. This rider will pay, however, for covered disabilities resulting from Alzheimer's disease, or similar forms of senility or senile dementia, while coverage is in force: (2) Pregnancy or childbirth within the first ten months of the Effective Date of coverage as a result of a normal pregnancy. (Complications of Pregnancy will be covered to the same extent as a Sickness); or (3) Donating an organ within the first 12 months of the Effective Date of this rider.

Disability due to pregnancy and childbirth is payable to the same extent as a covered Sickness.

Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Sickness. We reserve the right to meet with you during the pendency of a claim or to use an independent consultant and Physician's statement to determine whether you are qualified to receive Disability benefits. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date you are no longer Disabled or the date of your death.

- 1. TOTAL OR PARTIAL DISABILITY BENEFIT (through age 69): If you have a Full-Time Job at the time of your Sickness, we will insure you as follows while coverage is in force:
  - a. Total Disability: If your covered Sickness causes your Total Disability for your covered Sickness, we will pay you the Daily Disability Benefit for the Sickness Disability Benefit Rider for each day of your Disability or your Successive Periods of Disability. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

You will no longer be qualified to receive this benefit upon the earlier of your (1) being released by your Physician to perform the material and substantial duties of your Full-Time Job or (2) working at any job. b. Partial Disability: If your covered Sickness causes your Partial Disability for your covered Sickness, we will pay you the Daily Disability Benefit for the Sickness Disability Benefit Rider for each day of your Disability or your Successive Periods of Disability. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

You will no longer be qualified to receive this benefit upon the earlier of your (1) being released by your Physician to perform the material and substantial duties of your Full-Time Job or (2) working at any job earning 80 percent or more of your pre-Disability Base Pay Earnings of your Full-Time Job at the time you became disabled.

2. DISABILITY BENEFIT (without a Full-Time Job or at age 70 and above): If you do not have a Full-Time Job at the time of your Sickness or if you are age 70 or above, we will insure you as follows while coverage is in force:

If you require Hospital Confinement for your covered Sickness, we will pay you the Daily Disability Benefit for the Sickness Disability Benefit Rider multiplied by three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

# IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

D. Spouse Off-the-Job Accident Disability Benefit Rider: (Series NY35053) Applied For: □Yes □No

# This rider applies to the Named Insured's spouse only, as shown in the Policy Schedule.

PRE-EXISTING CONDITION LIMITATIONS: A Pre-existing Condition is an injury for which, within the 12-month period before the Effective Date of coverage, medical advice or treatment was recommended by a Physician or received from a Physician, or for which symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment. Disability or hospitalization caused by a Preexisting Condition or reinjuries to a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage.

EXCEPTIONS, REDUCTIONS AND LIMITATIONS OF THIS RIDER: Aflac New York will not pay benefits for a Disability that is treated outside the territorial limits of the United States, its possessions, or countries of Canada or Mexico. Refer to your policy for additional Limitations and Exclusions.

Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Injury. We reserve the right to meet with you during the pendency of a claim or to use an independent consultant and Physician's statement to determine whether you are qualified to receive Disability benefits. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date you are no longer Disabled or the date of your death.

- 1. TOTAL OR PARTIAL DISABILITY BENEFIT (through age 69): If you have a Full-Time Job at the time of your Off-the-Job Injury, we will insure you as follows while coverage is in force:
  - a. Total Disability: If your covered Off-the-Job Injury causes your Total Disability for your covered Off-the-Job Injury, we will pay you the Daily Disability Benefit for the Spouse Off-the-Job Accident Disability Benefit Rider for each day of your Disability or your Successive Periods of Disability. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

You will no longer be qualified to receive this benefit upon the earlier of your (1) being released by your Physician to perform the material and substantial duties of your Full-Time Job or (2) working at any job.

b. Partial Disability: If your covered Off-the-Job Injury causes your Partial Disability for your covered Off-the-Job Injury, we will pay you the Daily Disability Benefit for the Spouse Off-the-Job Accident Disability Benefit Rider for each day of your Disability or your Successive Periods of Disability. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

You will no longer be qualified to receive this benefit upon the earlier of your (1) being released by your Physician to perform the material and substantial duties of your Full-Time Job or (2) working at any job earning 80 percent or more of your pre-Disability Base Pay Earnings of your Full-Time Job at the time you became disabled. 2. DISABILITY BENEFIT (without a Full-Time Job or at age 70 and above): If you do not have a Full-Time Job at the time of your Off-the-Job Injury or if you are age 70 or above, we will insure you as follows while coverage is in force:

If you require Hospital Confinement for your covered Off-the-Job Injury, we will pay you the Daily Disability Benefit for the Spouse Off-the-Job Accident Disability Benefit Rider multiplied by three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term", and the definitions of "Benefit Period" and "Successive Periods of Disability."

#### IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

### E. Additional Accidental-Death Benefit Rider: (Series NY35054) Applied For: □Yes □No

EXCEPTIONS, REDUCTIONS AND LIMITATIONS OF THIS RIDER: Aflac New York will not pay benefits under this rider for an Accidental-Death that is caused by or occurs as a result of a Hazardous Activity Accident. Refer to your policy for additional Limitations and Exclusions.

**ACCIDENTAL-DEATH BENEFIT:** Aflac New York will pay the applicable lump-sum benefit indicated below for your Accidental-Death. Accidental-Death must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident.

	Insured	<u>Spouse</u>	Child
Common-Carrier Accident	\$35,000	\$35,000	\$7,000
	<i><i><i>q</i>00,000</i></i>	<i><i><i>q</i>00,000</i></i>	<i>.</i> ,
Other Accident	35,000	35,000	7,000

In the event of the Accidental-Death of a covered spouse or Dependent Child, Aflac New York will pay you the applicable lump-sum benefit indicated above. If you are disqualified from receiving the benefit by operation of law, then the benefit will be paid to the deceased Covered Person's estate unless Aflac New York has paid the benefit before receiving notice of your disqualification.

In the event of your Accidental-Death, Aflac New York will pay the applicable lump-sum benefit indicated above for your Accidental-Death to the beneficiary named in the application for this policy unless you subsequently changed your beneficiary. If you changed your beneficiary, then Aflac New York will pay this benefit to the beneficiary named in your last change of beneficiary request of record. If any beneficiary is a minor child, then any benefits payable to such minor beneficiary will not be paid until a guardian for the financial estate of the minor is appointed by the court or such beneficiary reaches the age of majority as defined by applicable state law. If any beneficiary is disqualified from receiving the benefit by operation of law, then the benefit will be paid as though that beneficiary died before you unless Aflac New York has paid the benefit before receiving notice of the beneficiary's disqualification. If a beneficiary dies before you do, the interest of that beneficiary terminates. If a beneficiary does not survive you by 15 days, then the benefit will be paid as though the benefit before receiving notice of the beneficiary's death. If no beneficiary survives you, Aflac New York will pay the benefit to your estate.

- (5) Exceptions, Reductions and Limitations of this Policy:
  - A. Aflac New York will not pay benefits for services rendered by you or a member of the Immediate Family of a Covered Person.
  - B. Aflac New York will not pay benefits for treatment or loss due to Sickness including (1) any bacterial, viral, or microorganism infection or infestation or any condition resulting from insect, arachnid, or other arthropod bites or stings; or (2) an error, mishap, or malpractice during medical, diagnostic, or surgical treatment or procedure for any Sickness.
  - C. Aflac New York will not pay benefits whenever coverage provided by this policy is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.
  - D. Aflac New York will not pay benefits for an Injury, treatment, disability, or loss that is caused by or occurs as a result of a Covered Person's:
    - 1. Loss sustained or contracted while under the influence of any narcotic unless administered on the advice of a Physician;
    - 2. Participating in any illegal activity that is classified as a felony, (the term "felony" is as defined by the law of the jurisdiction in which the activity takes place);

- 3. Intentionally self-inflicting a bodily injury or committing or attempting suicide;
- 4. Having cosmetic surgery, except that "cosmetic surgery" shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect;
- 5. Having dental treatment except as a result of Injury; or
- 6. Being exposed to war or any act of war, declared or undeclared, or serving in any of the armed forces or units auxiliary thereto. (If you are a member of a reserve component of the armed forces of the United States, including the National Guard, you may continue or suspend this policy during a period of active duty. When you notify us to suspend this policy, we will refund any premium paid for coverage after the date we receive the notice. We will reinstate this policy when your active duty ends without evidence of insurability when we receive (1) your written request to reinstate this policy, and (2) the premium for the period from the date your active service ends to the next premium due date. The reinstated policy will contain no new exclusions or waiting periods and will be effective as of the date your active duty ends. If we do not receive both your written request and the required premium within sixty days after your active duty ends, you may still apply for reinstatement. In this case, you must comply with the Reinstatement provision).
- (6) Renewability. You are guaranteed the right to renew this policy for your lifetime by the payment of premiums at the rate in effect at the beginning of each term. We may change the premium rate, but only if the New York Superintendent of Insurance approves the rate. If this policy was issued on a "list-bill" basis and you leave your employer for any reason, the premium will revert to a higher non-payroll rate.

The expected benefit ratio for this policy is 50%. This ratio is the portion of future premiums which the Company expects to return as benefits, when averaged over all people with this policy.

### RETAIN THIS DISCLOSURE STATEMENT FOR YOUR RECORDS. THIS DISCLOSURE STATEMENT IS ONLY A BRIEF SUMMARY OF YOUR POLICY. THE POLICY ITSELF SETS FORTH THE RIGHTS AND OBLIGATIONS OF BOTH YOU AND AFLAC NEW YORK. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.

### **TERMS YOU NEED TO KNOW**

**ACCIDENTAL-DEATH:** Death caused by a covered injury. See the Limitations and Exclusions section for injuries not covered by the policy.

COMMON-CARRIER ACCIDENT: An accident, occurring on or after the effective date of coverage and while coverage is in force, directly involving a common-carrier vehicle in which a covered person is a passenger at the time of the accident. A common-carrier vehicle is limited to only an airplane, train, bus, trolley, or boat that is duly licensed by a proper authority to transport persons for a fee, holds itself out as a public conveyance, and is operating on a posted regularly scheduled basis between predetermined points or cities at the time of the accident. A passenger is a person aboard or riding in a commoncarrier vehicle other than (1) a pilot, driver, operator, officer, or member of the crew of such vehicle; (2) a person having any duties aboard such vehicle; or (3) a person giving or receiving any kind of training or instruction. A common-carrier accident does not include any hazardous activity accident or any accident directly involving private, on demand, or chartered transportation in which a covered person is a passenger at the time of the accident.

**COVERED PERSON:** Any person insured under the coverage type you applied for: individual (named insured listed in the Policy Schedule), named insured/spouse only (named insured and spouse), one-parent family (named insured and dependent children), or two-parent family (named insured, spouse, and dependent children). Spouse is defined as the person to whom you are legally married and who is listed on your application. Newborn children are automatically covered under the terms of the policy from the moment of birth. If coverage is for individual or named insured/spouse only and you desire uninterrupted coverage for a newborn child, you must notify Aflac in writing within 31 days of the birth of your child, and Aflac will convert the policy to one-parent family or two-parent family coverage and advise you of the additional premium due. Coverage will include any other dependent child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation (as defined in the mental hygiene law), or physical handicap, and who became so incapacitated prior to age 26 and while covered under the policy. Dependent children are your natural children, stepchildren, or legally adopted children who are under age 26. A dependent child [including persons incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation (as defined in the mental hygiene law), or physical handicap] must be under age 26 at the time of application to be eligible for coverage.

**EFFECTIVE DATE:** The date(s) that your coverage begins as shown in the Policy Schedule. The effective date of the policy is not the date you signed the application for coverage.

**HAZARDOUS ACTIVITY ACCIDENT:** An accident, occurring on or after the effective date of coverage and while coverage is in force, while a covered person is participating in sky diving, scuba diving, hang gliding, motorized vehicle racing, cave exploration, bungee jumping, parachuting, or mountain or rock climbing; or while a pilot, officer, or member of the crew of an aircraft, having any duties aboard an aircraft, or giving or receiving any kind of training or instruction aboard an aircraft. A hazardous activity accident does not include any commoncarrier accidents.

**HOSPITAL CONFINEMENT:** A stay of a covered person confined to a bed in a hospital as an inpatient for which a room charge is made. The hospital confinement must be on the advice of a physician and the result of a covered injury. Treatment or confinement in a U.S. government hospital does not require a charge for benefits to be payable.

**INJURY:** A bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity, or any other cause, occurring on or after the effective date of coverage and while coverage is in force. See the Limitations and Exclusions section for injuries not covered by the policy.

**OTHER ACCIDENT:** An accident that occurs on or after the effective date of coverage and while coverage is in force that is not classified as either a common-carrier accident or a hazardous activity accident and that is not specifically excluded in the Limitations and Exclusions section.

**SICKNESS:** An illness, disease, infection, or any other abnormal physical condition, independent of injury, occurring on or after the effective date of coverage and while coverage is in force.

### **ADDITIONAL INFORMATION**

An Ambulatory Surgical Center does not include a physician's or dentist's office, or clinic.

A hospital is not, other than incidentally, a place of rest; a place primarily for the treatment of tuberculosis; a place for the aged; a place for drug addicts or alcoholics; or a place for convalescent, custodial, educational, or rehabilitative care. A physical therapist does not include you or a member of your immediate family.

A physician does not include a member of your immediate family.





aflac.com 1.800.366.3436

Underwritten by: American Family Life Assurance Company of New York 22 Corporate Woods Boulevard, Suite 2 | Albany, New York 12211

