# Aflac Short-Term Disability Income Insurance

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





### AFLAC SHORT-TERM DISABILITY INCOME INSURANCE

Policy NY57600; Riders NY57650 and NY57651

# SD

### Helping Pay Your Bills, While You Pay Attention to You

What if one day, not very far in the future, you become disabled and you can't go to work. How would you pay for the expenses of daily life such as monthly mortgage or rent, groceries and your utilities? The bills keep on coming even if you're unable to work. That's where Aflac's short-term disability insurance policy can help make the difference. It's a source of monthly income you may need to help take care of your bills while you take care of yourself.

### Why Aflac Short-Term Disability may be the best choice for you:

- It's sold on an individual basis. You choose the plan that's right for you based on your financial needs and income.
- We offer the option of guaranteed-issue,<sup>1</sup> short-term disability coverage. That means no medical questionnaire is required.
- We pay you a cash benefit for each day you are disabled.<sup>2</sup>

#### Here's how we can help

When disabled, you may not only lose the ability to earn a living, but you may also lose savings or retirement funds. The financial obligations can be overwhelming. Disability insurance plays an integral and important role in your financial planning.

Aflac provides benefits for both total and partial disability. Even if you're able to work, partial disability benefits may be available to help compensate for lost income.

Aflac does not coordinate benefits. Regardless of any other disability insurance you may have, including Social Security, we will pay you directly.

### The facts say you need the protection of the Aflac Short-Term Disability plan:



FACT NO. 2 NEARLY 90%

<sup>1</sup>Subject to certain conditions.

<sup>2</sup>Subject to your benefit period and elimination period.

<sup>3</sup>2015 Disability Insurance Awareness Month, Facts from LIMRA.



### Understand the difference Aflac makes in your financial security.

Aflac pays cash benefits directly to you, unless you choose otherwise. This means that you will have added financial resources to help with expenses incurred due to medical treatment, ongoing living expenses or any purpose you choose.

### **Coverage Options**

#### **Choose the Policy You Need**

BENEFIT	DESCRIPTION
MONTHLY BENEFIT PAYMENT	\$400 to \$6,000 (subject to income requirements)
TOTAL DISABILITY BENEFIT PERIODS	3, 6, 12, 18 or 24 months
PARTIAL DISABILITY BENEFIT PERIOD	3 months
ELIMINATION PERIODS (INJURY/SICKNESS)	0/7, 0/14, 7/7, 7/14, 14/14, 0/30, 30/30, 60/60, 90/90, 180/180
WAIVER OF PREMIUM	Premium waived, month to month, for policy and any applicable rider(s) for as long as you remain disabled, up to the applicable benefit period shown in the Policy Schedule. Not available with a 3-month total disability benefit period.
OPTIONAL RIDERS	
DISABILITY BENEFIT FOR ON-THE-JOB INJURY RIDER	Provides benefits if a disability is caused by a covered on-the-job injury while coverage is in force. Available even with Workers' Compensation.* Benefits payable up to the total disability benefit period selected. Benefit subject to elimination period shown in the Policy Schedule and income requirements.
ADDITIONAL UNITS OF DISABILITY BENEFIT RIDER	Allows you to purchase additional units of disability coverage to add to your existing short-term disability policy. Subject to income requirements.

All benefits are subject to the Limitations and Exclusions, Pre-existing Condition Limitations and other policy terms.

\*Subject to certain conditions/maximum.

#### How it works



The above example is based on a scenario for Aflac Short-Term Disability that includes the following benefit conditions: ages 18–49, employed full-time at the time disability began, \$2,000\*\* monthly disability benefit amount, \$40,000 annual salary, not covered by a state disability plan, elimination period 0/7 days, 3 month benefit period, benefits based on policy premiums being paid with after-tax dollars.

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 disclosure statement and policy for complete benefit details, definitions, limitations, and exclusions.

\*\*The monthly disability benefit may be limited if covered by a state disability plan.

## SHORT-TERM DISABILITY INCOME COVERAGE

#### American Family Life Assurance Company of New York (herein referred to as Aflac New York) 22 Corporate Woods Boulevard • Suite 2 • Albany, New York 12211 For assistance or information, call 1-800-366-3436. For claim forms, visit our Web site at aflac.com.

### SHORT-TERM DISABILITY INCOME COVERAGE Disclosure Statement for Policy Series NY57600

### 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 disability income insurance. It does NOT provide basic hospital, basic medical or major medical insurance, as defined by the New York State Insurance Department.

- 1. Read Your Policy Carefully. This disclosure statement provides a very brief description of the important features of your policy. 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. Short-term Disability coverage is designed to provide, to persons insured, coverage for disabilities resulting from a covered accident or Sickness, subject to any limitations set forth in the policy. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.
- **3. Benefits.** The following benefits are a part of the policy.

Aflac New York will pay the following benefits, as applicable, if your Disability is caused by a covered Sickness or covered Off-the-Job Injury and occurs while this coverage is in force. All benefits are subject to the Limitations and Exclusions, Pre-existing Condition Limitations, and other policy terms.

Disability due to pregnancy and childbirth is payable to the same extent as a covered Sickness. Disability benefits for childbirth will be payable only when conception occurs after the Effective Date of this policy.

Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Sickness, more than one Injury, or a Sickness and an Injury. We reserve the right to meet with you while a claim is pending, or to use an independent consultant and Physician's statement to determine whether you are qualified to receive Disability benefits or whether you are unable to perform three or more ADLs and require Direct Personal Assistance. 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.

### A. TOTAL DISABILITY BENEFITS:

 Working Full Time: If you have a Full-Time Job at the time of your Sickness or Off-the-Job Injury, we will insure you as follows while coverage is in force: If your covered Sickness or covered Off-the-Job Injury causes your Total Disability within 90 days of your covered Sickness or covered Off-the-Job Injury, we will pay you the Daily Disability Benefit for each day of your Total Disability. This benefit is payable up to the Total Disability 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 definition of "Benefit Period."

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.

2. Not Working Full Time: If you do not have a Full-Time Job at the time of your Sickness or Off-the-Job Injury, we will insure you as follows while coverage is in force:

If you are unable to perform three or more ADLs within 90 days of your covered Sickness or Off-the-Job Injury, as certified by a Physician, and you require Direct Personal Assistance to perform such ADLs, we will pay you the Daily Disability Benefit for each day you cannot perform such ADLs. This benefit is payable up to the Total Disability 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 definition of "Benefit Period."

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, (2) working at any job, or (3) Physician no longer being able to certify that you are unable to perform three or more ADLs that require Direct Personal Assistance.

Separate periods of Disability, resulting from the **same or a related condition** and not separated by 180 days or more, are considered a continuation of the prior Disability. Once the maximum Total Disability Benefit Period has been paid, you will not be eligible for a new Total Disability Benefit Period for Disability due to the same or a related condition, until 180 days after you: (1) have been released by a Physician from the prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Separate periods of Disability, resulting from **unrelated causes** and not separated by your returning to work at a Full-Time Job for 14 working days during which you are performing the material and substantial duties of such job, are considered a continuation of the prior Disability. Once the maximum Total Disability Benefit Period has been paid, you will not be eligible for a new Total Disability Benefit Period for Disability due to an unrelated cause, until 14 working days after you: (1) have been released by a Physician from a prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Periods of Disability meeting either of these separation requirements will begin a new Total Disability Benefit Period, subject to a new Elimination Period.

B. **PARTIAL DISABILITY BENEFIT:** If you have a Full-Time Job at the time of your Sickness or Off-the-Job Injury, we will insure you as follows while coverage is in force:

If your covered Sickness or covered Off-the-Job Injury causes your Partial Disability within 90 days of your covered Sickness or covered Off-the-Job Injury, we will pay you one-half of the Daily Disability Benefit for each day of your Partial Disability. This benefit is payable up to the Partial Disability Benefit Period (a maximum period of three months) and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term," and the definition of "Benefit Period."

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 Annual Income.

Separate periods of Disability, resulting from the **same or a related condition** and not separated by 180 days or more, are considered a continuation of the prior Disability. Once the maximum period of three months of Disability under this benefit has been paid, you will not be eligible for a new Partial Disability Benefit Period for Disability due to the same or a related condition, until 180 days after you: (1) have been released by a Physician from the prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Separate periods of Disability, resulting from **unrelated causes** and not separated by your returning to work at a Full-Time Job for 14 working days during which you are performing the material and substantial duties of such job, are considered a continuation of the prior Disability. Once the maximum Partial Disability Benefit Period has been paid, you will not be eligible for a new Partial Disability Benefit Period for Disability due to an unrelated cause, until 14 working days after you: (1) have been released by a Physician from a prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Periods of Disability meeting either of these separation requirements will begin a new Partial Disability Benefit Period (a maximum period of three months), subject to a new Elimination Period.

The Partial Disability Benefit Period is not subject to the Total Disability Benefit Period.

C. WAIVER OF PREMIUM BENEFIT: If your covered Sickness or covered Off-the-Job Injury causes your Total Disability or Partial Disability for more than 90 consecutive days (or after the Elimination Period shown in the Policy Schedule, whichever is greater) while this policy is in force, Aflac New York will waive, from month to month, the premium for the policy and any applicable rider(s) for as long as you remain disabled, up to the applicable Benefit Period shown in the Policy Schedule.

For premiums to be waived, Aflac New York will require an employer's statement (or proof of your inability to perform three or more ADLs) and a Physician's statement certifying your inability to perform said duties or activities, and may each month thereafter require a Physician's statement that your inability to perform said duties or activities continues. Aflac New York may ask for and use an independent consultant to determine your Disability when this benefit is in force.

You must pay all premiums to keep the policy and any applicable rider(s) in force until Aflac New York approves your claim for this Waiver of Premium Benefit. You must also resume premium payment to keep the policy and any applicable rider(s) in force, beginning with the first premium due after you no longer qualify for Disability benefits.

### The Waiver of Premium Benefit is not available with a three-month Total Disability Benefit Period.

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

### 4. OPTIONAL BENEFITS:

Disability Benefit for On-the-Job Injury Rider: (Series NY57650) Applied For: □ Yes □ No

Aflac New York will pay the following benefits, as applicable, if your Disability is caused by a covered Onthe-Job Injury and occurs while this coverage is in force. All benefits are subject to the Limitations and Exclusions, Pre-existing Condition Limitations, and other policy terms.

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 while a claim is pending, or to use an independent consultant and Physician's statement to determine whether you are qualified to receive Disability benefits or whether you are unable to perform three or more ADLs and require Direct Personal Assistance. 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.

### A. TOTAL DISABILITY BENEFITS:

1. Working Full Time: 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:

If your covered On-the-Job Injury causes your Total Disability within 90 days of your covered On-the-Job Injury, we will pay you the Daily Disability Benefit for the On-the-Job Injury Disability Rider for each day of your Total Disability. This benefit is payable up to the Total Disability 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 definition of "Benefit Period."

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.

2. Not Working Full Time: If you do not 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:

If you are unable to perform three or more ADLs within 90 days of your covered On-the-Job Injury, as certified by a Physician, and you require Direct Personal Assistance to perform such ADLs, we will pay you the Daily Disability Benefit for the On-the-Job Injury Disability Rider for each day you cannot perform such ADLs. This benefit is payable up to the Total Disability 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 definition of "Benefit Period." 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, (2) working at any job, or (3) Physician no longer being able to certify that you are unable to perform three or more ADLs that require Direct Personal Assistance.

Separate periods of Disability, resulting from the **same or a related condition** and not separated by 180 days or more, are considered a continuation of the prior Disability. Once the maximum Total Disability Benefit Period has been paid, you will not be eligible for a new Total Disability Benefit Period for Disability due to the same or a related condition, until 180 days after you: (1) have been released by a Physician from the prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Separate periods of Disability, resulting from **unrelated causes** and not separated by your returning to work at a Full-Time Job for 14 working days during which you are performing the material and substantial duties of such job, are considered a continuation of the prior Disability. Once the maximum Total Disability Benefit Period has been paid, you will not be eligible for a new Total Disability Benefit Period for Disability due to an unrelated cause, until 14 working days after you: (1) have been released by a Physician from a prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Periods of Disability meeting either of these separation requirements will begin a new Total Disability Benefit Period, subject to a new Elimination Period.

**B. PARTIAL DISABILITY BENEFIT:** 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:

If your covered On-the-Job Injury causes your Partial Disability within 90 days of your covered On-the-Job Injury, we will pay you one-half of the Daily Disability Benefit for the On-the-Job Injury Disability Rider for each day of your Partial Disability. This benefit is payable up to the Partial Disability Benefit Period (a maximum period of three months) and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term," and the definition of "Benefit Period."

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 Annual Income. Separate periods of Disability, resulting from the **same or a related condition** and not separated by 180 days or more, are considered a continuation of the prior Disability. Once the maximum period of three months of Disability under this benefit has been paid, you will not be eligible for a new Partial Disability Benefit Period for Disability due to the same or a related condition, until 180 days after you: (1) have been released by a Physician from the prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Separate periods of Disability, resulting from **unrelated causes** and not separated by your returning to work at a Full-Time Job for 14 working days during which you are performing the material and substantial duties of such job, are considered a continuation of the prior Disability. Once the maximum Partial Disability Benefit Period has been paid, you will not be eligible for a new Partial Disability Benefit Period for Disability due to an unrelated cause, until 14 working days after you: (1) have been released by a Physician from a prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Periods of Disability meeting either of these separation requirements will begin a new Partial Disability Benefit Period (a maximum period of three months), subject to a new Elimination Period.

The Partial Disability Benefit Period is not subject to the Total Disability Benefit Period.

**C. WAIVER OF PREMIUM BENEFIT:** If your covered On-the-Job Injury causes your Total Disability or Partial Disability for more than 90 consecutive days (or after the Elimination Period shown in the Policy Schedule, whichever is greater) while this rider is in force, Aflac New York will waive, from month to month, the premium for the policy and any applicable rider(s) for as long as you remain disabled, up to the applicable Benefit Period shown in the Policy Schedule.

For premiums to be waived, Aflac New York will require an employer's statement (or proof of your inability to perform three or more ADLs) and a Physician's statement certifying your inability to perform said duties or activities, and may each month thereafter require a Physician's statement that your inability to perform said duties or activities continues. Aflac New York may ask for and use an independent consultant to determine your Disability when this benefit is in force.

You must pay all premiums to keep the policy and any applicable rider(s) in force until Aflac New York approves your claim for this Waiver of Premium Benefit. You must also resume premium payment to keep the policy and any applicable rider(s) in force, beginning with the first premium due after you no longer qualify for Disability benefits.

The Waiver of Premium Benefit is not available with a three-month Total Disability Benefit Period.

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

Additional Units of Disability Benefit Rider: (Series NY57651) Applied For: □ Yes □ No

Aflac New York will pay the following benefits, as applicable, if your Disability is caused by a covered Sickness or covered Off-the-Job Injury and occurs while this coverage is in force. All benefits are subject to the Limitations and Exclusions, Pre-existing Condition Limitations, and other policy terms.

Disability due to pregnancy and childbirth is payable to the same extent as a covered Sickness. Disability benefits for childbirth will be payable only when conception occurs after the Effective Date of this rider.

Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Sickness, more than one Injury, or a Sickness and an Injury. We reserve the right to meet with you while a claim is pending, or to use an independent consultant and Physician's statement to determine whether you are qualified to receive Disability benefits or whether you are unable to perform three or more ADLs and require Direct Personal Assistance. 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.

This benefit will be paid under the same terms as the applicable Total Disability Benefit or Partial Disability Benefit as described in your policy. The additional units of coverage will only be payable for a Disability that begins after the Effective Date of this rider.

### A. TOTAL DISABILITY BENEFITS:

1. Working Full Time: If you have a Full-Time Job at the time of your Sickness or Off-the-Job Injury, we will insure you as follows while coverage is in force:

If your covered Sickness or covered Off-the-Job Injury causes your Total Disability within 90 days of your covered Sickness or covered Off-the-Job Injury, we will pay you the Daily Disability Benefit for the Additional Units of Disability Benefit Rider for each day of your Total Disability. This benefit is payable up to the Total Disability 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 definition of "Benefit Period." 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.

2. Not Working Full Time: If you do not have a Full-Time Job at the time of your Sickness or Off-the-Job Injury, we will insure you as follows while coverage is in force:

If you are unable to perform three or more ADLs within 90 days of your covered Sickness or Off-the-Job Injury, as certified by a Physician, and you require Direct Personal Assistance to perform such ADLs, we will pay you the Daily Disability Benefit for the Additional Units of Disability Benefit Rider for each day you cannot perform such ADLs. This benefit is payable up to the Total Disability 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 definition of "Benefit Period."

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, (2) working at any job, or (3) Physician no longer being able to certify that you are unable to perform three or more ADLs that require Direct Personal Assistance.

Separate periods of Disability, resulting from the **same or a related condition** and not separated by 180 days or more, are considered a continuation of the prior Disability. Once the maximum Total Disability Benefit Period has been paid, you will not be eligible for a new Total Disability Benefit Period for Disability due to the same or a related condition, until 180 days after you: (1) have been released by a Physician from the prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Separate periods of Disability, resulting from **unrelated causes** and not separated by your returning to work at a Full-Time Job for 14 working days during which you are performing the material and substantial duties of such job, are considered a continuation of the prior Disability. Once the maximum Total Disability Benefit Period has been paid, you will not be eligible for a new Total Disability Benefit Period for Disability due to an unrelated cause, until 14 working days after you: (1) have been released by a Physician from a prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy. Periods of Disability meeting either of these separation requirements will begin a new Total Disability Benefit Period, subject to a new Elimination Period.

**B. PARTIAL DISABILITY BENEFIT:** If you have a Full-Time Job at the time of your Sickness or Off-the-Job Injury, we will insure you as follows while coverage is in force:

If your covered Sickness or covered Off-the-Job Injury causes your Partial Disability within 90 days of your covered Sickness or covered Off-the-Job Injury, we will pay you one-half of the Daily Disability Benefit for the Additional Units of Disability Benefit Rider for each day of your Partial Disability. This benefit is payable up to the Partial Disability Benefit Period (a maximum period of three months) and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled "Term," and the definition of "Benefit Period."

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 Annual Income.

Separate periods of Disability, resulting from the **same or a related condition** and not separated by 180 days or more, are considered a continuation of the prior Disability. Once the maximum period of three months of Disability under this benefit has been paid, you will not be eligible for a new Partial Disability Benefit Period for Disability due to the same or a related condition, until 180 days after you: (1) have been released by a Physician from the prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Separate periods of Disability, resulting from **unrelated causes** and not separated by your returning to work at a Full-Time Job for 14 working days during which you are performing the material and substantial duties of such job, are considered a continuation of the prior Disability. Once the maximum Partial Disability Benefit Period has been paid, you will not be eligible for a new Partial Disability Benefit Period for Disability due to an unrelated cause, until 14 working days after you: (1) have been released by a Physician from a prior Disability, (2) are no longer disabled, and (3) are no longer qualified to receive any Disability benefits under this policy.

Periods of Disability meeting either of these separation requirements will begin a new Partial Disability Benefit Period (a maximum period of three months), subject to a new Elimination Period.

The Partial Disability Benefit Period is not subject to the Total Disability Benefit Period.

### IMPORTANT PROVISIONS OF YOUR POLICY

### LIMITATIONS AND EXCLUSIONS

- A. Disability caused by a Pre-existing Condition or reinjuries to a Pre-existing Condition will not be covered unless it begins more than 12 months (six months if age 65 or over as of the Effective Date) after the Effective Date of coverage.
- **B.** Aflac New York will not pay benefits for an illness, disease, infection, condition, or disorder that is diagnosed or treated by a Physician within the first 30 days after the Effective Date of coverage, unless the resulting Disability begins more than 12 months after the Effective Date of coverage.
- **C.** Aflac New York will not pay benefits for a Disability that is being treated outside the territorial limits of the United States, its possessions, or countries of Canada or Mexico.
- **D.** Aflac New York will not pay benefits whenever coverage provided by this policy is in violation of federal law. This includes, but is not limited to, the Bank Secrecy Act, the Foreign Corrupt Practices Act and/or regulations of the Office of Foreign Assets Control. If coverage violates any of these statutes or regulations, the insured individual may not receive benefits under the policy, and coverage shall be null and void.
- E. Aflac New York will not pay benefits whenever fraud is committed in making a claim under this coverage.
- F. 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.

### G. Aflac New York will not pay benefits for a disability that is caused by or occurs as a result of your:

- 1. 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);
- Loss sustained or contracted while under the influence of any narcotic unless administered on the advice of a Physician;
- Participating in an illegal activity that is defined as a felony ("felony" is as defined by the law of the jurisdiction in which the activity takes place);
- 4. Intentionally self-inflicting a bodily injury, or committing or attempting suicide;

- 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;
- Having dental care or treatment, except as a result of accidental Injury within 12 months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly;
- 7. 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 for up to five years 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 vour 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);
- 8. 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 policy will pay, however, for covered disabilities resulting from Alzheimer's disease, or similar forms of senility or senile dementia while coverage is in force.

### Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Sickness, more than one Injury, or a Sickness and an Injury.

**PRE-EXISTING CONDITION LIMITATIONS:** A "Pre-existing Condition" is an illness, disease, infection, disorder, condition, or 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 caused by a Pre-existing Condition or reinjuries to a Pre-existing Condition will not be covered unless it begins more than 12 months (six months if age 65 or over as of the Effective Date) after the Effective Date of coverage.

**Renewability.** The policy is guaranteed-renewable until the policy anniversary date following your 75<sup>th</sup> birthday by payment of the premiums in effect at the beginning of each renewal period. Premium rates may be changed on all policies of the same form number and class, but only if the rate is first approved by the New York State Superintendent of the Department of Financial Services. 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

ACTIVITIES OF DAILY LIVING (ADLs): BATHING: washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower; MAINTAINING CONTINENCE: controlling urination and bowel movements, including your ability to use ostomy supplies or other devices such as catheters; TRANSFERRING: moving between a bed and a chair, or a bed and a wheelchair; DRESSING: putting on and taking off all necessary items of clothing; TOILETING: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; EATING: performing all major tasks of getting food into your body.

**DAILY DISABILITY BENEFIT:** one-thirtieth of the applicable monthly disability benefit shown in the Policy Schedule.

**EFFECTIVE DATE:** the date(s) that your coverage begins as shown in the Policy Schedule. We require evidence of insurability before coverage is provided. Upon our approval of your application, coverage will begin on the effective date shown in the Policy Schedule.

**FULL-TIME JOB:** one job at which you work 19 or more hours per week for one employer for pay or benefits.

**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.

**OFF-THE-JOB INJURY:** an injury that occurs while you are not working at any job for pay or benefits.

**ON-THE-JOB INJURY:** an injury that occurs while you are working at any job for pay or benefits.

**PARTIAL DISABILITY:** being under the care and attendance of a physician due to a condition that causes you to be unable to perform the material and substantial duties of your full-time job, but able to work at any job earning less than 80 percent of your annual income of your full-time job at the time you became disabled.

**SICKNESS:** an illness, disease, infection, or any other abnormal physical condition, independent of injury, that is first manifested and first treated more than 30 days after the effective date of coverage and while coverage is in force.

**TOTAL DISABILITY:** being under the care and attendance of a physician due to a condition that causes you to be unable to perform the material and substantial duties of your full-time job, and not working at any job.

### **ADDITIONAL INFORMATION**

Complications of pregnancy shall not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsia, and similar

conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

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





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