# Aflac Accident Advantage

# **ACCIDENT-ONLY INSURANCE – OPTION 3**

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





THE POLICY IS ACCIDENT-ONLY INSURANCE. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS. IT IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

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**ACCIDENT-ONLY INSURANCE – OPTION 3** 

Policy NY36000



# Be prepared for life's unexpected mishaps

Accidents can happen at any time. You could suffer an accidental injury while you are working around the house or walking into work. Or your child may get injured at basketball practice. When an accident happens, it can be costly. Even with major medical insurance, there may be out-of-pocket expenses that you'll have to pay.

In the event of an unexpected injury, Aflac can help protect your personal finances. We provide individuals and families affordable insurance that helps with expenses that may not be covered by major medical insurance. Aflac pays cash benefits directly to you (unless otherwise assigned), so you can use the cash for anything you want. Which means uncovered medical expenses won't break the bank if you are injured.

And since we can process your claim quickly, Aflac helps give you the peace of mind knowing you can spend more time recovering and less time worrying about bills.



# Understand the difference Aflac can make in your financial security.

Aflac pays cash benefits for covered accidental injuries directly to you, unless assigned. Your own peace of mind and the assurance that your family will have help financially are powerful reasons to consider Aflac.

The financial impact of an accident is often surprising. Most people have expenses after an accident they never thought of before. From out-of-pocket medical costs to a temporary loss of income, your finances may be strained. If you or a family member suffered an accidental injury, can your finances handle it?

#### What does the Aflac Accident Advantage policy include?

- Benefits payable for fractures, dislocations, lacerations, concussions, burns, emergency dental work, eye injuries, and surgical procedures.
- Benefits payable for initial treatment, X-rays, major diagnostic exams, and follow-up treatments.
- Benefits payable for physical, speech, and occupational therapy.
- Daily hospitalization benefits payable for hospital stays, and additional daily benefits paid for stays in a hospital intensive care unit.

#### Why Aflac Accident Advantage may be the right choice for you:

- No underwriting questions to answer<sup>1</sup>
- No coordination of benefits-we pay regardless of any other insurance you may have
- No network restrictions—you choose your own health care provider
- Portable—take the plan with you if you change jobs or retire
- 24-hour accident insurance

#### How it works

#### AFLAC ACCIDENT ADVANTAGE

AFLAC ACCIDENT ADVANTAGE – OPTION 3 COVERAGE IS SELECTED



WHILE PLAYING IN THE STATE HOCKEY PLAYOFFS, YOUR CHILD WAS INJURED AND WAS TAKEN TO THE ER BY AMBULANCE.

HIS LEG IS BROKEN AND SURGERY IS PERFORMED.

AFLAC ACCIDENT ADVANTAGE – OPTION 3 COVERAGE PROVIDES THE FOLLOWING:

\$5,385 TOTAL BENEFITS

The above example is based on a scenario for the Aflac Accident Advantage – Option 3 that includes the following benefit conditions: Ambulance Benefit of \$200 (ground ambulance transportation); Accident Treatment Benefit of \$220 (hospital emergency room treatment with X-rays); Accident Specific-Sum Injuries Benefit of \$1,750 (fractured leg {femur}–open reduction under anesthesia); Initial Accident Hospitalization Benefit of \$1,300; Accident Hospital Confinement Benefit of \$215 (hospitalized for 1 day); Major Diagnostic and Imaging Exams Benefit of \$300 (CT scan); Appliances Benefit of \$300 (wheelchair); Therapy Benefit of \$585 (9 physical therapy treatments); Accident Follow-Up Treatment Benefit of \$390 (6 follow-up treatments); and Family Lodging Benefit of \$125 (hospital and motel/hotel more than 50 miles from residence).

Benefits and/or premium may vary based on state and benefit option selected. The policy has limitations and exclusions that may affect benefits payable. Riders are available for an additional cost. 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.

1Association and associate-only accounts have one underwriting question. Payment of claims is subject to all policy limitations and exclusions and pre-existing condition limitations.

# AFLAC ACCIDENT ADVANTAGE – OPTION 3 BENEFIT OVERVIEW

BENEFIT NAME	BENEFIT AMOUNT		
INITIAL ACCIDENT HOSPITALIZATION BENEFIT	\$1,300 when admitted for a hospital confinement of at least 18 hours or \$2,600 when admitted directly to an intensive care unit of a hospital for a covered accident, per calendar year, per covered person		
ACCIDENT HOSPITAL CONFINEMENT BENEFIT	\$215 per day, up to 365 days per covered accident, per	covered person	
INTENSIVE CARE UNIT CONFINEMENT BENEFIT	\$640 per day for up to 15 days, per covered accident, per covered person		
ACCIDENT TREATMENT BENEFIT	Payable once per 24-hour period and only once per covered accident, per covered person Hospital emergency room with X-ray: \$220 Hospital emergency room without X-ray: \$170 Office or facility (other than a hospital emergency room) with X-ray: \$170 Office or facility (other than a hospital emergency room) without X-ray: \$120		
AMBULANCE BENEFIT	\$200 ground ambulance transportation or \$1,500 air ambulance transportation		
BLOOD/PLASMA/PLATELETS BENEFIT	\$250 once per covered accident, per covered person		
MAJOR DIAGNOSTIC AND IMAGING EXAMS BENEFIT	\$300 per calendar year, per covered person		
ACCIDENT FOLLOW-UP TREATMENT BENEFIT	\$65 for one treatment per day (up to a max of 6 treatme	ents), per covered accident, per covered person	
THERAPY BENEFIT	\$65 for one treatment per day (up to a max of 10 treatm	ents), per covered accident, per covered person	
APPLIANCES BENEFIT	Benefits are payable for the medical appliances listed be Back brace: \$300Wheelchair: \$300Body jacket: \$300Leg brace: \$125Knee scooter: \$300Crutches: \$100Payable once per covered accident, per covered person		
PROSTHESIS BENEFIT	\$800 once per covered accident, per covered person		
PROSTHESIS REPAIR OR REPLACEMENT BENEFIT	\$800 once per covered person, per lifetime		
REHABILITATION FACILITY BENEFIT	\$150 per day		
HOME MODIFICATION BENEFIT	\$3,000 once per covered accident, per covered person		
ACCIDENT SPECIFIC-SUM INJURIES BENEFITS	Pays benefits for the treatments listed below:         DISLOCATIONS       \$100-\$3,750         BURNS       \$125-\$12,500         SKIN GRAFTS       50% of the burns benefit	EMERGENCY DENTAL WORK         Broken tooth repaired with crown       \$400         Broken tooth resulting in extraction       \$130         PARALYSIS       \$12,500         Quadriplegia       \$6,250         Hemiplegia       \$4,750         SURGICAL PROCEDURES       \$200-\$1,250         MISCELLANEOUS SURGICAL PROCEDURES       \$120-\$300         PAIN MANAGEMENT (NON-SURGICAL)       \$100	
ACCIDENTAL-DEATH BENEFIT	Common-Carrier Accident	Other Accident	
INSURED	\$200,000	\$50,000	
SPOUSE	\$200,000	\$50,000	
CHILD	\$32,500	\$13,000	
ACCIDENTAL-DISMEMBERMENT BENEFIT	\$300-\$40,000		
CONTINUATION OF COVERAGE BENEFIT	Waives all monthly premiums for up to two months, if co	nditions are met	
WAIVER OF PREMIUM BENEFIT	Yes		
TRANSPORTATION BENEFIT	\$600 per round trip, up to 3 round trips per calendar year, per covered person		
FAMILY LODGING BENEFIT	\$125 per night, up to 30 days per covered accident		

ACCIDENT-ONLY 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 1.800.366.3436

#### ACCIDENT-ONLY COVERAGE REQUIRED DISCLOSURE STATEMENT FOR POLICY FORM SERIES NY36000

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 Department of Financial Services.

### IMPORTANT NOTICE - THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

- (1) Read Your Policy Carefully. This disclosure statement 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. 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. 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.

# **HOSPITAL BENEFITS:**

**INITIAL ACCIDENT HOSPITALIZATION BENEFIT:** Aflac New York will pay \$1,300 when a Covered Person is admitted for a Hospital Confinement of at least 18 hours for treatment of Injuries sustained in a covered accident or Aflac New York will pay \$2,600 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.

ACCIDENT HOSPITAL CONFINEMENT BENEFIT: Aflac New York will pay \$215 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 Facility Benefit will not be paid on the same day. The highest eligible benefit will be paid.

INTENSIVE CARE UNIT CONFINEMENT BENEFIT: Aflac New York will pay \$640 for each day a Covered Person is confined 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.

# SERVICE BENEFITS:

**ACCIDENT TREATMENT BENEFIT:** Aflac New York will pay the applicable amount shown below when a Covered Person receives treatment for Injuries sustained in a covered accident. This benefit is payable for treatment received under the care of a Physician at a(n):

Hospital Emergency Room with X-Ray	\$220
Hospital Emergency Room without X-Ray	\$170
Office or facility (other than a Hospital Emergency Room) with X-Ray	\$170
Office or facility (other than a Hospital Emergency Room) without X-Ray	\$120

Treatment must be received within 30 days 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.

**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 30 days 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.

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

## MAJOR DIAGNOSTIC AND IMAGING EXAMS BENEFIT:

Aflac New York will pay \$300 when a Covered Person requires one of the following exams for Injuries sustained in a covered accident: computerized tomography (CT scan), computerized axial tomography (CAT), magnetic resonance imaging (MRI), or electroencephalography (EEG). These exams must be performed in a Hospital, Medical Diagnostic Imaging Center, a Physician's office, or an Ambulatory Surgical Center. This benefit is limited to one payment per Calendar Year, per Covered Person. No lifetime maximum.

### AFTER CARE SERVICES:

ACCIDENT FOLLOW-UP TREATMENT BENEFIT: Aflac New York will pay \$65 per day when a Covered Person receives treatment for Injuries sustained in a covered accident and later requires additional treatment. 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 received under the care of a Physician. 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 Therapy Benefit is paid.

THERAPY BENEFIT: Aflac New York will pay \$65 per therapy treatment when a Covered Person receives treatment for Injuries sustained in a covered accident and later a Physician advises the Covered Person to seek treatment from a licensed Occupational, Physical, or Speech Therapist. Occupational, physical, or speech 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 Therapy Benefit is not payable for the same days that the Accident Follow-Up Treatment Benefit is paid.

**APPLIANCES BENEFIT:** Aflac New York will pay the applicable amount shown below 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:

• •	
Back brace	\$300
Body jacket	\$300
Knee scooter	\$300
Wheelchair	\$300
Leg brace	\$125
Crutches	\$100
Walker	\$100
Walking boot	\$100
Cane	\$25

This benefit is payable once per covered accident, per Covered Person.

**PROSTHESIS BENEFIT:** Aflac New York will pay \$800 when a Covered Person receives a Prosthetic Device, prescribed by a Physician, 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.

# PROSTHESIS REPAIR OR REPLACEMENT BENEFIT:

Aflac New York will pay \$800 when:

- a Covered Person requires replacement of an existing Prosthetic Device for which benefits were previously paid under the Prosthesis Benefit. The replacement must occur 36 months or more after any previously paid Prosthesis Benefit, or
- 2. a Covered Person sustains damages, as a result of Injuries sustained in a covered accident, which require repair or replacement of an existing Prosthetic Device.

This benefit is not payable for hearing aids, wigs, or dental aids to include false teeth. This benefit is payable once per Covered Person, per lifetime.

**REHABILITATION FACILITY 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 Facility for treatment of Injuries sustained in a covered accident. 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 Facility Benefit will not be payable for the same days that the Accident Hospital Confinement Benefit is paid. The highest eligible benefit will be paid. **HOME MODIFICATION BENEFIT:** Aflac New York will pay \$3,000 for a home modification aid when a Covered Person suffers a Catastrophic Loss in a covered accident and when:

- 1. a physician certifies the modification is needed to accommodate a physical disability;
- 2. the home alteration is made by someone experienced in such adaptations and modifications;
- the alteration is in compliance with applicable laws or requirements for approval by the appropriate government authorities; and
- 4. the alteration expenses do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred.

This benefit is payable once per covered accident, per Covered Person.

ACCIDENT SPECIFIC-SUM INJURIES BENEFITS: When a Covered Person receives treatment under the care of a Physician for Injuries sustained in a covered accident, Aflac New York will pay specified benefits ranging from \$35– \$12,500 for dislocations, burns, skin grafts, eye injuries, lacerations, fractures, concussion, emergency dental work, paralysis, surgical procedures, miscellaneous surgical procedures and pain management. See policy for specific amounts payable.

### ACCIDENTAL-DEATH & DISMEMBERMENT BENEFITS:

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.

Named Insured or Spouse-

Common-Carrier Accident	\$200,000
Other Accident	\$50,000
Child-	
Common-Carrier Accident	\$32,500
Other Accident	\$13,000

Aflac New York will pay an additional 25 percent of the Accidental-Death Benefit when two or more Accidental-Deaths occur in the same covered accident. Accidental-Death must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident.

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 the 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.

ACCIDENTAL-DISMEMBERMENT BENEFIT: Aflac New York will pay the applicable lump-sum benefit indicated below for Dismemberment. Dismemberment must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident. If a Covered Person does not qualify for the Accidental-Dismemberment Benefit but loses (with or without reattachment) at least one joint of a finger or toe, other than the first interphalangeal joint, we will pay the Partial Dismemberment Benefit.

Named Insured or Spouse-

Coma (duration of at least seven days)	\$12,500
Dismemberment or complete loss of, with or without reattachment:	
Both arms and both legs Two eyes, feet, hands, arms or	\$40,000
legs	\$40,000
One eye, foot, hand, arm, or leg	\$10,000
One or more fingers and/or one or more toes	\$2,000
Partial Dismemberment of finger or toe	\$625
Child-	
Coma (duration of at least seven days)	\$12,500
Dismemberment or complete loss of, with or without reattachment:	
Both arms and both legs	\$12,500
	NY36325R.1

Two eyes, feet, hands, arms or	
legs	\$12,500
One eye, foot, hand, arm, or leg	\$3,750
One or more fingers and/or one or more toes	\$625
Partial Dismemberment of finger or toe	\$300

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.

#### **ADDITIONAL BENEFITS:**

**CONTINUATION OF COVERAGE BENEFIT:** Aflac New York will waive all monthly premiums due for the policy and riders, if any, for up to two months if you meet all of the following conditions:

- 1. Your policy has been in force for at least six months;
- 2. We have received premiums for at least six consecutive months;
- Your premiums have been paid through payroll deduction and you leave your employer for any reason;
- 4. You or your employer notifies us in writing within 30 days of the date your premium payments cease because of your leaving employment; and
- 5. You re-establish premium payments through:
  (a) your new employer's payroll deduction process or
  (b) direct payment to Aflac New York.

You will again become eligible to receive this benefit after:

- 1. You re-establish your premium payments through payroll deduction for a period of at least six months, and
- 2. We receive premiums for at least six consecutive months.

"Payroll deduction" means your premium is remitted to Aflac New York for you by your employer through a payroll deduction process.

#### WAIVER OF PREMIUM BENEFIT:

**Employed:** If you, due to Injuries sustained in a covered accident, are completely unable to do all of the usual and customary duties of your occupation or any occupation whatsoever, for more than 180 consecutive days while the policy is in force, Aflac New York will waive, from month to month, any premiums falling due during your continued inability. For premiums to be waived, Aflac New York will require an employer's statement and a Physician's statement certifying your inability to perform said duties, and may each

month thereafter require a Physician's statement that total inability continues.

**Not Employed:** If you, due to Injuries sustained in a covered accident, are completely unable to perform the material and substantial duties of any job which you are or reasonably become qualified for by reason of education, training, or experience for a period of 180 consecutive days while the policy is in force, Aflac New York will waive, from month to month, any premiums falling due during your continued inability. For premiums to be waived, Aflac New York will require a Physician's statement certifying your inability to perform said duties, and may each month thereafter require a Physician's statement that total inability continues.

This Waiver of Premium Benefit is limited to a total maximum of 36 months per eligibility of the Waiver of Premium Benefit regardless of whether you are employed or not employed. If you die and your Spouse becomes the new Named Insured, premiums will start again and be due on the first premium due date after the change. The new Named Insured will then be eligible for this benefit if the need arises.

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 Waiver of Premium Benefits.

**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.

**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.

(4) Exceptions, Reductions and Limitations of the Policy:

Aflac New York will not pay benefits for services rendered by you or a member of the Immediate Family of a Covered Person.

For any benefit to be payable, the Injury, treatment, or loss must occur on or after the Effective Date of coverage and while coverage is in force.

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.

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. For information on U.S. trade and economic sanctions, please visit the U.S. Treasury Department Office of Foreign Assets and Control website.

Aflac New York will not pay benefits whenever fraud is committed in making a claim under the coverage.

Aflac New York will not pay benefits for an Injury, treatment, or loss that is caused by or occurs as a result of a Covered Person's:

 Being exposed to war or any act of war, declared or undeclared, or serving in any of the armed forces or units auxiliary thereto;

- Loss sustained or contracted while intoxicated or 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); or being engaged in an illegal occupation;
- 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, and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect; or
- Having dental care or treatment except as a result of accidental injury to sound natural teeth within 12 months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly.

**HAZARDOUS ACTIVITIES:** The policy will not pay the Accidental-Death Benefit for Injuries sustained while participating in sky diving, hang gliding, professional motorized vehicle racing, bungee jumping, or parachuting.

(5) Renewability. The policy is guaranteed-renewable for your lifetime by the timely payment of premiums at the rate in effect at the beginning of each term, except that we may discontinue or terminate the policy if you have performed an act or practice that constitutes fraud, or have made an intentional misrepresentation of material fact, relating in any way to the policy, including claims for benefits under the policies of the same form number and class in force in your state and the Superintendent of Financial Services approves the rate. If the policy was issued on a "list-bill" basis and you leave your employer for any reason, the premium will revert to a higher nonpayroll rate.

This Disclosure Statement is a very brief summary of your policy.

The policy itself sets forth the rights and obligations of both you and Aflac New York. It is therefore imperative that you READ YOUR POLICY carefully.

The expected benefit ratio for this policy is 50%. This ratio is the portion of future premiums which Aflac New York 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 SHOULD BE CONSULTED TO DETERMINE GOVERNING CONTRACTUAL PROVISIONS.

# **TERMS YOU NEED TO KNOW**

**ACCIDENTAL-DEATH:** Death of a covered person caused by a covered injury. See the limitations and exclusions for injuries not covered by the policy.

**CATASTROPHIC LOSS:** An injury that results in total and permanent or irrevocable loss of: the sight of one eye; the use of one hand/arm; or the use of one foot/leg.

**COMMON-CARRIER ACCIDENT:** An accident 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 common-carrier 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 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 on the application: 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 individual or named insured/spouse only coverage is in force and you desire uninterrupted coverage for a newborn child, you must notify Aflac in writing within 31 days of the child's birth. Upon notification, Aflac will convert the policy to one-parent family or two-parent family coverage and advise you of the additional premium due, if any. Coverage provided under any one-parent family or two-parent family

policy will continue to include any other dependent child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability (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. Children born to your dependent children or children born to the dependent child [including persons incapable of self-sustaining employment by reason of mental illness, developmental disability (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) coverage begins as shown in the Policy Schedule or any attached endorsements or riders. The effective date is not the date you signed the application for coverage.

**HOSPITAL CONFINEMENT:** A stay of a covered person confined to a bed in a hospital as an inpatient, including intensive care unit confinement. The hospital confinement must be on the advice of a physician and the result of a covered injury.

**INJURY:** A bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity, or any other cause. See the limitations and exclusions for injuries not covered by the policy.

**OTHER ACCIDENT:** An accident that is not classified as a commoncarrier accident and that is not specifically excluded in the limitations and exclusions.

**SICKNESS:** An illness, disease, infection, disorder, or condition not caused by an injury, occurring on or after the effective date of coverage and while coverage is in force. Sickness includes any bacterial, viral, or microorganism infection or infestation or any condition resulting from insect, arachnid, or other arthropod bites or stings, except infections resulting from an accidental injury or from accidental, involuntary or unintentional ingestion of a contaminated substance.

# **ADDITIONAL INFORMATION**

An ambulatory surgical center does not include a physician's or dentist's office, clinic, or other such location.

Injury does not include an error, mishap, or malpractice during medical, diagnostic, or surgical treatment or procedure for any sickness.

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.

The term hospital emergency room does not include urgent care centers.

The term rehabilitation facility does not include a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a psychiatric unit; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care, care or treatment for persons suffering from mental disease or disorders, care for the aged, or care for persons addicted to drugs or alcohol.

An occupational therapist, physical therapist, or speech therapist does not include you or a member of your immediate family.

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

Burns must be treated by a physician within 30 days after a covered accident. If a covered person receives one or more skin grafts for a covered burn, we will pay a total of 50 percent of the burns benefit amount that we paid for the burn involved.

Dislocations must be diagnosed by a physician within 30 days after the date of the injury and require correction by a physician. It can be corrected by open or closed reduction. We will pay for no more than two dislocations per covered accident, per covered person. Benefits are payable for only the first dislocation of a joint. If a dislocation is reduced with local or no anesthesia by a physician, we will pay 25 percent of the amount shown for the closed reduction dislocation. Coma must have a duration of at least seven days. The condition must require intubation for respiratory assistance. Coma does not include any medically induced coma.

Emergency dental work does not include false teeth such as dentures, bridges, veneers, partials, crowns, or implants. We will pay for no more than one emergency dental work benefit per covered accident, per covered person.

Fractures must be diagnosed by a physician and require correction by a physician. It can be corrected by open or closed reduction. We will pay for no more than two fractures per covered accident, per covered person. For the closed reduction for chip fractures and other fractures not reduced by open or closed reduction, we will pay 25 percent of the benefit amount shown in the policy.

Lacerations must be repaired within 30 days after the accident and repaired under the attendance of a physician. A laceration resulting from an open fracture will not be payable under the laceration benefit.

Paralysis must be confirmed by the attending physician. The duration of the paralysis must be a minimum of 30 days. This benefit will be payable once per covered person.

Surgical procedures must be performed within one year of a covered accident. Two or more surgical procedures performed through the same incision will be considered one operation, and benefits will be paid based upon the most expensive procedure.

A miscellaneous surgical procedures benefit is only payable for one miscellaneous surgical procedure, per 24-hour period, even though more than one surgical procedure may be performed.

When a covered person is prescribed and receives an epidural administered into the spine for pain management in a hospital or a physician's office for injuries sustained in a covered accident, we will pay a pain management benefit amount. 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.





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