AMERICAN FAMILY LIFE ASSURANCE COMPANY OF NEW YORK

Albany, New York 12211 A Stock Company

IMPORTANT: This is a fixed indemnity policy, NOT health insurance.

This fixed indemnity policy may pay you a limited dollar amount if you're sick or hospitalized. You're still responsible for paying the cost of your care.

- The payment you get isn't based on the size of your medical bill.
- There might be a limit on how much this policy will pay each year.
- This policy isn't a substitute for comprehensive health insurance.
- Since this policy isn't health insurance, it doesn't have to include most Federal consumer protections that apply to health insurance.

Looking for comprehensive health insurance?

- Visit HealthCare.gov or call 1-800-318-2596 (TTY: 1-855-889-4325) to find health coverage options.
- To find out if you can get health insurance through your job, or a family member's job, contact the employer.

Questions about this policy?

- For questions or complaints about this policy, contact your State Department of Insurance. Find their number on the National Association of Insurance Commissioners' website (naic.org) under "Insurance Departments."
- If you have this policy through your job, or a family member's job, contact the employer.

NY91440.1

AflacChoice

HSA-COMPATIBLE FIXED INDEMNITY HOSPITAL CONFINEMENT INDEMNITY INSURANCE — OPTION H

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





THE POLICY IS HOSPITAL INDEMNITY INSURANCE. 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.

NYB40175H RC(8/21)

AFLAC CHOICE

HSA-COMPATIBLE FIXED INDEMNITY HOSPITAL CONFINEMENT INDEMNITY INSURANCE — OPTION H



Policy NYB4010H

Life is full of tough choices, but this isn't one of them.

Aflac Choice makes selecting the right coverage easier and less stressful. With your trusted Aflac agent you can tailor Aflac Choice to meet your specific needs and enhance your existing coverage.

Here's how we can help

Aflac Choice offers our best selection of hospital-related benefits to help with the expenses not covered by major medical, which can help prevent high deductibles and out-of-pocket expenses from derailing your life plans.

If choosing the right coverage has given you one giant headache in the past, don't worry. We're here to help.

Why Aflac Choice may be the right policy for you

- You choose the hospital confinement benefit amount that's right for you based on your specific needs. It also works well with our other products.
- We pay cash directly to you (unless otherwise assigned) not the doctor or hospital.



Understand the difference Aflac makes in your financial security.

Aflac pays cash benefits directly to you, unless otherwise assigned, for covered hospital expenses. We provide you with financial resources to help you overcome some of the unexpected expenses associated with a visit to the hospital, giving you less to worry about so you can focus your energy on getting better.

How it works

AFLAC CHOICE HSA-COMPATIBLE FIXED INDEMNITY HOSPITAL CONFINEMENT INDEMNITY INSURANCE - OPTION H

POLICYHOLDER FEELS A
SHARP PAIN IN HIS RIGHT SIDE.
DECIDES TO VISIT THE
HOSPITAL EMERGENCY ROOM.



DOCTOR DIAGNOSES APPENDICITIS, SENDS PATIENT TO SURGERY.



TOTAL BENEFITS OF

\$1,650

The above example is based on the policyholder selecting the Aflac Choice Option H policy which includes a Daily Hospital Confinement Benefit of \$150 (hospitalized for 3 days) and an Annual Hospital Admission Benefit of \$1,500.

Benefits overview Choose the Policy that Fits Your Needs

BENEFIT:	DESCRIPTION:		
DAILY HOSPITAL CONFINEMENT	Pays \$50 per day, per covered person, for up to 365 days.		
ANNUAL HOSPITAL ADMISSION	Pays \$500; \$1,000; \$1,500; or \$2,000. You choose the benefit amount at the time of application. Payable once per period of hospital confinement, per calendar year, per covered person.		
HOSPITAL INTENSIVE CARE UNIT CONFINEMENT	Pays \$50 per day, per covered person, for up to 30 days.		
WAIVER OF PREMIUM	Yes		

Benefits and/or premiums may vary based on state and benefit option selected. The policy has limitations, exclusions, and pre-existing condition limitations that may affect benefits payable. The policy may contain a waiting period. This brochure is for illustrative purposes only. Refer to the disclosure statement and policy for benefit details, definitions, limitations and exclusions.

For more information, ask your insurance agent/producer, call 1.800.992.3522, or visit aflac.com.

AFLAC CHOICE COVERAGE

American Family Life Assurance Company of New York (herein referred to as Aflac) 22 Corporate Woods Boulevard • Suite 2 • Albany, New York 12211 Toll-Free 1.800.366.3436

The policy described in this Disclosure Statement provides supplemental coverage and will be issued only to supplement insurance already in force.

FIXED INDEMNITY INSURANCE HOSPITAL CONFINEMENT INDEMNITY COVERAGE Required Disclosure Statement for Policy Form Series NYB4010H

If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide furnished by Aflac.

THIS IS HOSPITAL INDEMNITY INSURANCE. THIS 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.

- (1) Read Your Policy Carefully: This Disclosure Statement provides a very brief description of some of the important features of the 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. It is, therefore, important that you READ YOUR POLICY CAREFULLY.
- (2) Hospital Confinement Indemnity Coverage: The policy provides coverage in the form of a fixed benefit during periods of hospitalization or care resulting from Sickness or Injury, subject to any limitations set forth in your policy. It does not provide any benefits other than the fixed indemnity for Hospital Confinement and any additional benefits described below.
- (3) Benefits: Aflac will pay the following benefits, as applicable, for a covered Sickness or Injury that occurs while coverage is in force, subject to the Pre-existing Condition Limitations, Limitations and Exclusions, and all other policy provisions, unless indicated otherwise. The term "Hospital Confinement" does not include emergency rooms. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.
 - A. DAILY HOSPITAL CONFINEMENT BENEFIT: Aflac will pay \$50 per day for the Period of Hospital Confinement when a Covered Person requires Hospital Confinement for a covered Sickness or Injury and a room charge is made. This benefit is payable in addition to the Annual Hospital Admission Benefit. The maximum benefit period for any one Period of Hospital Confinement is 365 days. No lifetime maximum.
 - B. MISCELLANEOUS HOSPITAL SERVICES BENEFITS:
 - 1. ANNUAL HOSPITAL ADMISSION BENEFIT: Aflac will pay \$[500 5,000] when a Covered Person requires Hospital Confinement for 23 or more hours for a covered Sickness or Injury and a room charge is made. This benefit is payable once per Calendar Year, per Covered Person. No lifetime maximum.

- C. HOSPITAL INTENSIVE CARE UNIT CONFINEMENT
 BENEFIT: Aflac will pay \$50 per day when a Covered
 Person requires a Period of Hospital Intensive Care Unit
 Confinement for a covered Sickness or Injury and a room
 charge is made. This benefit is payable in addition to the
 Daily Hospital Confinement Benefit and the Annual
 Hospital Admission Benefit. The maximum benefit period
 for any one Period of Hospital Intensive Care Unit
 Confinement is 30 days. No lifetime maximum.
- D. WAIVER OF PREMIUM BENEFIT: Upon written notice, Aflac will waive from month to month any premium(s) falling due during a continued Period of Hospital Confinement for the Named Insured only. This benefit will begin after the Period of Hospital Confinement for the Named Insured has exceeded 30 consecutive days. When such continued Period of Hospital Confinement has ended, premium payments must be resumed. Once premium payments are resumed, any new Period of Hospital Confinement must again satisfy the 30-day continued confinement for premiums to be waived.

If you die and your Spouse becomes the new Named Insured, premiums will start again at the appropriate rate and will 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.

- (4) Exceptions, Reductions, and Limitations of the Policy (policy is not a daily hospital expense plan):
 - **A.** Aflac will not pay benefits for care or treatment that is: (1) caused by a Pre-existing Condition, 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, or (2) received prior to the Effective Date of coverage.
 - **B.** Aflac 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

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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.

C. Aflac will not pay benefits whenever fraud is committed in making a claim under this coverage.

D. The policy does not cover losses caused by or resulting from:

- Giving birth within the first ten months of the Effective Date of coverage as a result of a normal pregnancy; or pregnancy in existence prior to the Effective Date of coverage. Complications of Pregnancy are covered to the same extent as a Sickness:
- 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;
- 4. Intentionally self-inflicting a bodily injury, or committing or attempting suicide;
- 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;
- 6. 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;
- 7. War or any act of war, declared or undeclared, or serving in any of the armed forces, or units auxiliary thereto:
- 8. Actively participating in a riot or insurrection;

9. 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, bereavement, situational depression, depression, stress, or postpartum depression. The policy will pay, however, for covered losses resulting from Alzheimer's disease, or similar forms of senility or senile dementia, if diagnosed while coverage is in force.

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, prescription medication was taken or medical testing, 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. Care or treatment caused by 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.

(5) Renewability: The policy is guaranteed-renewable for your lifetime by the timely payment of premiums at the rate in effect at the start 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 policy. We may change the premium rate, but only if the Superintendent of Financial Services approved the rate. We will then change the rate for all in force policies of the same form number and premium classification issued or issued for delivery in New York. 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. It is therefore imperative that you READ YOUR POLICY carefully.

The expected benefit ratio for this policy is 55%. This ratio is the portion of future premiums which Aflac expects to return as benefits, when averaged over all people with this policy.

RETAIN FOR YOUR RECORDS.

THIS DISCLOSURE STATEMENT IS ONLY A BRIEF SUMMARY OF THE COVERAGE PROVIDED.

THE POLICY ITSELF SHOULD BE CONSULTED TO DETERMINE
GOVERNING CONTRACTUAL PROVISIONS.

TERMS YOU NEED TO KNOW

COVERED PERSON: Any person insured under the coverage type that 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 insured for 30 days from the moment of birth. If coverage is for individual or named insured/spouse only and you desire uninterrupted coverage for a newborn child beyond the first 30 days, you must notify Aflac in writing within 31 days of the child's birth and 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 will include any other dependent child, regardless of age, who is incapable of selfsustaining employment by reason of mental illness, developmental disability, mental retardation (as defined in the mental hygiene law) or physical handicap, and who became so disabled 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 children of your spouse are not covered under the policy. At your request, coverage under the policy may be extended through age 29 for an unmarried dependent child who is not insured by or eligible for coverage as an employee or member under an employer-sponsored health benefit plan, whether insured or self-insured, and who lives. works, or resides in New York state.

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 for 23 or more hours for which a room charge is made. The hospital confinement must be on the advice of a physician, medically necessary and the result of a covered sickness or 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. An injury must occur on or after the effective date of coverage and while coverage is in force for benefits to be payable. See the Limitations and Exclusions section for injuries not covered by the policy.

PERIOD OF HOSPITAL CONFINEMENT: The number of days a covered person is assigned to a room in a hospital and for which a room charge is made. Confinements must begin while coverage under the policy is in force. Hospitalization that begins prior to the end of one calendar year and continues into the next calendar year will be considered one confinement. A confinement for an injury shall not be combined with another confinement for a sickness in determining continuous hospital confinement.

PERIOD OF HOSPITAL INTENSIVE CARE UNIT CONFINEMENT:

The number of days a covered person is assigned to a room in a hospital intensive care unit and a charge is made. Confinements must begin while coverage under the rider is in force. Hospitalization that begins prior to the end of one calendar year and continues into the next calendar year will be considered one confinement.

SICKNESS: An illness, disease, infection, disorder or condition not caused by an injury, medically evaluated, diagnosed or treated by a physician after the effective date of coverage and while coverage is in force.

ADDITIONAL INFORMATION

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 intensive care unit does not include units such as telemetry or surgical recovery rooms, postanesthesia care units, progressive care units, intermediate care units, private monitored rooms, observation units located in emergency rooms or outpatient surgery units, step-down intensive care units, or other facilities that do not meet the standards for a hospital intensive care unit.

A physician is not a member of your immediate family.

Routine nursing or well-baby care for a newborn child is not an injury or a sickness.

The policy does not cover losses caused by or resulting from giving birth within the first ten months of the effective date of coverage as the result of a normal pregnancy; or pregnancy in existence prior to the effective date of coverage. Complications of pregnancy are covered to the same extent as a sickness.

Complications of pregnancy shall not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy. A cesarean section is not considered to be a nonelective cesarean section if it is merely for the convenience of the patient and/or doctor or solely due to a previous cesarean section. Complications of pregnancy are covered to the same extent as a sickness, subject to the Limitations and Exclusions.





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