## 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.

LIMITED BENEFITS HEALTH INSURANCE HOSPITAL CONFINEMENT INDEMNITY COVERAGE Required Disclosure Statement for Policy Form Series NY49300

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 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. 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 charge is incurred. 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 \$[ \_\_\_\_\_ ] when a Covered Person is admitted to a Hospital for 23 or more hours for a covered Sickness or Injury and a charge is incurred. Confinements not separated by a minimum of 90 days, or hospitalization that begins prior to the end of one Calendar Year and continues into the next Calendar Year, will be considered one confinement. This benefit is payable once per Period of Hospital Confinement, per Calendar Year, per Covered Person. No lifetime maximum.
  - C. REHABILITATION FACILITY BENEFIT: Aflac will pay the amount shown in your policy per day when a Covered Person is confined in a Hospital and is transferred to a bed in a Rehabilitation Facility for a covered Sickness or Injury, and a charge is incurred. This benefit is limited to 15 days per Period of Hospital Confinement and is limited to a Calendar Year maximum of 30 days, per Covered Person. No lifetime maximum.

The Rehabilitation Facility Benefit is not payable on the same day as the Daily Hospital Confinement Benefit, Hospital Emergency Room Benefit, or Hospital Short-Stay Benefit. The highest eligible benefit will be paid.

- D. HOSPITAL EMERGENCY ROOM BENEFIT: Aflac will pay the amount shown in your policy per day when a Covered Person receives treatment for a covered Sickness or Injury in a Hospital Emergency Room, including triage, and a charge is incurred. This benefit is payable twice per Calendar Year, per policy. No lifetime maximum.
  - The Hospital Emergency Room Benefit is not payable on the same day as the Daily Hospital Confinement Benefit, Rehabilitation Facility Benefit, or Hospital Short-Stay Benefit. The highest eligible benefit will be paid.
- E. HOSPITAL SHORT-STAY BENEFIT: Aflac will pay the amount shown in your policy when a Covered Person receives treatment for a covered Sickness or Injury in a Hospital, including an observation room, or an Ambulatory Surgical Center, for a period of less than 23 hours and a charge is incurred. This benefit is not payable for treatment received in a Hospital Emergency Room. This benefit is payable twice per Calendar Year, per policy. No lifetime maximum.
  - The Hospital Short-Stay Benefit is not payable on the same day as the Daily Hospital Confinement Benefit, Rehabilitation Facility Benefit, or Hospital Emergency Room Benefit, The highest eligible benefit will be paid.
- F. PHYSICIAN VISIT BENEFIT: Aflac will pay \$25 per day when a Covered Person incurs a charge for a Physician visit. Services must be under the supervision of a Physician. If the Type of Coverage for this policy is Individual, the benefit is limited to three visits per Calendar Year, per policy. If the Type of Coverage is Named Insured/Spouse Only, One-Parent Family, or Two-Parent Family, the benefit is limited to a total of six visits per Calendar Year, per policy.
  - The Sickness or Injury of a Covered Person is not required for this benefit to be payable. Covered Physician visits include but are not limited to eye exams, well-baby visits, immunizations, periodic health exams and routine physicals. This benefit is not subject to the Pre-existing Condition Limitations or Part 2, Limitations and Exclusions. No lifetime maximum.
- G. MEDICAL DIAGNOSTIC AND IMAGING BENEFIT: Aflac will pay \$150 per Calendar Year when a Covered Person requires one of the following exams and a charge is incurred: CT scan, MRI (magnetic resonance imaging), EEG (electroencephalogram), thallium stress test, myelogram, angiogram, or arteriogram. 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.
- H. AMBULANCE BENEFIT: Aflac will pay \$100 per day if, due to a covered Sickness or Injury, a Covered Person requires ground ambulance transportation to or from a Hospital and a charge is incurred. If air ambulance transportation is required to or from a Hospital due to a covered Sickness or Injury and a charge is incurred, Aflac will pay \$1,000 per day. A licensed professional ambulance company must provide the ambulance service. The Ambulance Benefit is limited to two trips per Calendar Year, per Covered Person. No lifetime maximum.
- I. SURGICAL BENEFIT: Aflac will pay one benefit per 24-hour period for surgery according to the benefits in the Schedule of Operations when, due to a covered Sickness or Injury, a Covered Person has a surgical operation, including a vaginal or cesarean delivery, performed in a Hospital or an Ambulatory Surgical Center and a charge is incurred. If any operation for the treatment of the covered Sickness or Injury is performed other than those listed, Aflac will pay an amount comparable to the amount shown in the Schedule of Operations for the operation most nearly similar in severity and gravity. Only one benefit is payable per 24-hour period for surgery, even though more than one surgical procedure may be performed. The highest eligible benefit will be paid. Exams covered under the Invasive Diagnostic Exams Benefit are not payable under this benefit. The Surgical Benefit and the Invasive Diagnostic Exams Benefit are not payable on the same day. The highest eligible benefit will be paid. No lifetime maximum. IMPORTANT: Surgical Benefits are not payable for surgery performed in a Physician's or dentist's office, a clinic, or other such location.

J. INVASIVE DIAGNOSTIC EXAMS BENEFIT: Aflac will pay \$100 per day when a Covered Person requires one of the following exams, with or without biopsy, and a charge is incurred: arthroscopy, bronchoscopy, colonoscopy, cystoscopy, gastroscopy, laparoscopy, laryngoscopy, sigmoidoscopy, or esophagoscopy. These exams must be performed in a Hospital or an Ambulatory Surgical Center. This benefit is limited to one exam per Covered Person, per 24-hour period. No lifetime maximum.

The Invasive Diagnostic Exams Benefit and the Surgical Benefit are not payable on the same day. The highest eligible benefit will be paid.

K. 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.

- **L. CONTINUATION OF COVERAGE BENEFIT:** We will waive all monthly premiums due for this 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;
  - 3. 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.

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 for you by your employer through a payroll deduction process or any other method agreed to by Aflac and the employer.

- (4) EXCEPTIONS, REDUCTIONS, AND LIMITATIONS OF THIS POLICY (This 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 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. This policy does not cover losses caused by or resulting from:

- 1. Being pregnant or giving birth within the first ten months of the Effective Date of coverage as the result of a normal pregnancy (Complications of Pregnancy will be covered to the same extent as a Sickness);
- 2. Loss sustained or contracted while intoxicated or under the influence of any narcotic (unless administered on the advice of a Physician);
- 3. 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. Being exposed to war or any act of war, declared or undeclared, or serving in any of the armed forces or units auxiliary thereto;
- 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 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: This 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 this 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.