

*Disability Income  
Protection Advantage®  
for Unions*

# Short-Term Disability Income

If you've ever been out of work because of a sickness or an injury, you know there are two things that are increasingly hard to come by:

***Peace of mind and  
cash benefits.***

Our insurance policies  
help provide both.



**Aflac**<sup>®</sup>  
New York

American Family Life Assurance Company  
of New York (Aflac New York)

# Short-Term Disability Income

Policy NY57500

## The Need

*Becoming disabled is often an unexpected and burdensome experience, and it can happen to anyone. What if a disability interrupted your job, your income, and your financial security? How would you make your house or rent payment, or cover day-to-day expenses? It's important to consider these questions because a disability could adversely affect your well-being and your finances at a time when you should be concentrating on recovery.*

### Consider These Facts:

- About 62 million people in the United States have some disability that affects daily activity.<sup>1</sup>
- Approximately two-thirds of those with disabilities are younger than 65.<sup>1</sup>
- Around 3-in-10 people entering the workforce today will become disabled before retiring.<sup>2</sup>

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

## How Aflac New York Can Help

Aflac New York's Disability Income Protection Advantage benefits provide a source of income while you concentrate on getting better.

Aflac New York's Short-Term Disability insurance policy provides you with options to help meet your income and financial needs.

- Your Aflac New York plan stays with you even when you change or leave your job.
- We pay you a cash benefit for each day you are disabled.
- Aflac New York does not coordinate benefits. Regardless of any other disability insurance benefits you may have, including Social Security, we will pay you directly (unless you assign the benefits).

***Peace of mind. Cash benefits. Knowing that you'll have help in the event of disability. All are good reasons to strongly consider the benefits of Aflac New York.***

<sup>1</sup> "Disability and Health in the United States, 2001–2005," National Center for Health Statistics, 2008.

<sup>2</sup> Social Security Administration Fact Sheet 2007.

## What Is Not Covered

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

Disability caused by a Pre-Existing Condition or reinjury to a Pre-Existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage.

Aflac New York will not pay benefits for a disability that is treated outside the territorial limits of the United States, its possessions, or the countries of Canada or Mexico.

Aflac New York will not pay benefits whenever coverage provided by the 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.

Aflac New York will not pay benefits for a disability that is caused by or occurs as a result of any bacterial, viral, or micro-organism infection or infestation, or any condition resulting from insect, arachnid, or other arthropod bites or stings as a disability due to an Injury; such disability will be covered to the same extent as a disability due to Sickness.

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

- 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 defined by the law of the jurisdiction in which the activity takes place);
- 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;
- 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 the policy during a period of active duty. When you notify us to suspend the policy, we will refund any premium paid for coverage after the date we receive the notice. We will reinstate the policy when your active duty ends without evidence of insurability when we receive (1) your written request to reinstate the 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 60 days after your active duty ends, you may still apply for reinstatement. In this case, you must comply with the reinstatement provision].
- Donating an organ within the first 12 months of the Effective Date of the policy;



- 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. The 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.

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

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.

The term *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.

**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, including deliveries for children conceived prior to the Effective Date of coverage or reinjuries to a Pre-Existing Condition, will not be covered unless it begins more than 12 months after the Effective Date of coverage. If you are replacing another disability insurance policy that was in force within 60 days of the Effective Date of the policy, we will credit the Pre-Existing Condition waiting period with the period of time the previous coverage was in force. The policy does not cover losses caused by or resulting from donating an organ within the first 12 months of the Effective Date of the policy.

## Additional Information

**Fully Portable:** When you own Aflac New York's Disability Income Protection Advantage®, you may choose to keep your policy regardless of job changes by continuing to pay premiums.

**Guaranteed-Renewable to Age 70:** You are guaranteed the right to renew the policy until the policy anniversary date following your 70th birthday by the timely payment of premiums at the rate in effect at the beginning of each term. You can never be singled out for a rate increase. Rates can be changed only if the rate is changed for all policies of this class, and the New York Superintendent of Insurance approves the rate. While the policy is in force, no change will be made in your class because of your age, sex, or physical condition.

**Provisions of Coverage:** Aflac New York reserves the right to meet with you during the pendency of a claim or to use an independent consultant and a physician's statement to determine whether you are qualified to receive disability benefits. You must be under the care and attendance of a physician for benefits to be payable. Benefits will cease on the date you are no longer disabled or on the date of your death.

If you have any other disability benefit in force with Aflac New York, only one disability benefit is payable.

The policy to which this sales material pertains is written only in English; the policy prevails if interpretation of this material varies.



## Choose the Coverage You Need

- **Monthly Benefit: \$500–\$3,000 (subject to income requirements)**
- **Benefit Periods: 3, 6, or 12 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**

## What We Will Pay

**Total Disability Benefit:** If you have a Full-Time Job and your coverage is in force at the time of your Sickness or Off-the-Job Injury, we will insure you as follows: If your covered Sickness or covered Off-the-Job Injury causes your Total Disability for your covered Sickness or covered Off-the-Job Injury, we will pay you the daily disability benefit for each day of your disability or your Successive Periods of Disability.

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

**Partial Disability Benefit:** If you have a Full-Time Job and your coverage is in force at the time of your Sickness or Off-the-Job Injury, we will insure you as follows: If your covered Sickness or covered Off-the-Job Injury causes your Partial Disability for your covered Sickness or covered Off-the-Job Injury, we will pay you the daily disability benefit for each day of your disability or your Successive Periods of Disability.

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

**Transitional Disability Benefit:** If you do not have a Full-Time Job and your coverage is in force at the time of your Sickness or Off-the-Job Injury, we will insure you as follows: If your covered Sickness or covered Off-the-Job Injury causes your Transitional Disability within 15 days of your last treatment for your covered Sickness or covered Off-the-Job Injury, we will pay you one-half of the daily disability benefit for each day you remain unable to work at any job. This benefit is payable for a maximum period of three months of disability or Successive Periods of Disability and is subject to the elimination period shown in the Policy Schedule.

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 any job or (2) working at any job. This benefit is limited to a lifetime maximum period of a total of three months, regardless of the number of disabilities or the duration of any disability.

The daily disability benefit is one-thirtieth of the applicable monthly disability benefit shown in the Policy Schedule.

The Total and Partial Disability benefits are payable up to the benefit period selected and are subject to the elimination period shown in the Policy Schedule.

**The policy has limitations and exclusions that may affect benefits payable. This brochure is for illustrative purposes only. See the policy for complete details, definitions, limitations, and exclusions.**

## Terms You Need to Know

**Base Pay Earnings:** your gross salary or wages for your Full-Time Job, not including variable pay such as overtime (unless contractual), bonuses, or other incentives. If you are self-employed, *Base Pay Earnings* means your business's gross income minus the allowable business deductions from that business. (For tax purposes, *Base Pay Earnings* is referred to as *net earnings*.)

**Effective Date:** the date 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:** your primary job at which you work 19 or more hours per week 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.

**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 Full-Time Job's Base Pay Earnings at the time you became disabled.

**Sickness:** an illness, disease, infection, or any other abnormal physical condition, independent of Injury, occurring on or after the Effective Date of coverage and while coverage is in force.

**Successive Periods of Disability:** the benefit period will be restored (subject to a new elimination period) for separate periods of disability that are the result of the same or a related condition after you have been released from your disability by a physician and after you have returned to work performing the material and substantial duties of a Full-Time Job for a period of 180 consecutive days or more. The benefit period will be restored (subject to a new elimination period) for separate periods of disability due to unrelated causes after you have been released from your disability by a physician and after you have returned to work performing the material and substantial duties of a Full-Time Job for at least 14 working days.

**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.

**Transitional 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 any job.



American Family Life Assurance Company of New York (Aflac New York)  
22 Corporate Woods Boulevard, Suite 2 • Albany, NY 12211  
Toll-free: 1.800.366.3436  
aflacny.com