

Group Short-Term Disability Insurance

Plan Description

The Aflac Group Disability Advantage insurance plan provides for payment of a monthly disability benefit when a covered employee is disabled and unable to work due to an injury or sickness. Benefit payments begin after any applicable elimination period is satisfied and continue during disability, up to the disability benefit period.

Features and Plan Provisions (specific benefit provisions may vary by situs state)

Benefit Amounts	\$300 to \$6,000
Coverage	Non-Occupational
Guaranteed Issue Amounts	Monthly benefit of up to \$3,000 Participation Requirement: 0%
Requirement for Group Billing	25 Payors
Payment Method	Payroll Deducted
Maximum Income Replacement	60% of the employee's base annual pay (up to 40% in states with state disability benefits)
Pre-existing Condition Exclusion	12/12
Rate Guarantee	1 Year(s)
Portability/Continuation	Standard Portability (An employee's coverage may be continued when eligibility or employment ends. Coverage will end on the date the group plan is terminated.)
Waiver of Premium	Not Included
Eligibility	Employee must work at least 19 hours per week with a base annual pay of at least \$9,000.
Issue Ages	Employee: 18-74
Termination Age	Terminates at age 75

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Plan Benefits

(Descriptions of specific provisions may vary by state.)

Benefits	
Benefit Duration	3 Months
Elimination Period	7/7 Days

Total Disability Benefit

Total Disability Benefit

This benefit pays the monthly benefit when a covered employee is totally disabled and unable to work due to sickness or injury. Benefits begin following the expiration of an applicable elimination period.

Total Disability Benefits will end when:

- The employee is cleared by the doctor and returns to his full-time job, **or**
- The employee earns 80% or more of pre-disability income working at any job, **or**
- The employee reaches the end of the total disability benefit period.

Partial Disability Benefit

This benefit pays 50% of the monthly benefit when a covered employee is partially disabled and returns to work earning less than 80% of base income due to sickness or injury. Benefits begin following the expiration of an applicable elimination period.

Partial Disability Benefits will end when:

- The employee is cleared by the doctor and returns to his full-time job, **or**
- The employee earns 80% or more of pre-disability income working at any job, **or**
- The employee reaches the end of the partial disability benefit period, a maximum of 3 months.

The Partial Disability Benefit has its own benefit period; it is **not** subject to the Total Disability Benefit Period. The employee may be eligible for the Partial Disability Benefit even if he has not received the Total Disability Benefit.

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Pre-Existing Conditions

Pre-Existing Condition Limitation

Pre-existing Condition is an illness, disease, infection, disorder, pregnancy, or injury that existed within the 12-month period before the effective date of coverage.

For a condition to have been pre-existing:

- A doctor must have advised, diagnosed, or treated the covered employee, **or**
- Symptoms existed that would ordinarily cause a prudent person to seek medical advice or treatment.

We will not pay benefits for any disability resulting from or affected by a pre-existing condition if the disability was diagnosed within the 12-month period after the effective date of coverage.

We will not reduce or deny a claim for benefits for any disability due to a pre-existing condition that was diagnosed more than 12-months after the effective date of coverage.

Pregnancy Limitation

Within the first nine months of the effective date of coverage, we will not pay benefits for a disability that is caused by, or occurs as a result of, pregnancy or childbirth. Disability due to complications of pregnancy will be covered to the same extent as a covered sickness.

After this coverage has been in force for nine months from the effective date of coverage, disability benefits for childbirth will be payable. The maximum period of disability allowed for disability due to childbirth is six weeks for non-cesarean delivery and eight weeks for cesarean delivery, less the elimination period, unless proof is furnished that disability continues beyond these time frames due to complications of pregnancy.

Please request a sample policy for full benefit descriptions and definitions.

Separate Periods of Disability

Same or Related Conditions

Separate periods of disability resulting from the **same condition or a related condition** are considered a continuation of the prior disability if they are not separated by 180 days or more.

Once the maximum Disability Benefit has been paid, the covered employee will not be eligible for a new Disability Benefit due to the **same or a related condition for 180 days** after **all** the following conditions are met:

- The employee has been released by a doctor from the prior disability.
- The employee is no longer disabled.
- The employee is no longer qualified to receive any disability benefits under the certificate.

After the disability benefit period, the employee may continue coverage if **all** of the following conditions are met:

- The employee returns to work within 90 days after the benefit period ends.
- Premium payments for the coverage resume upon return to work.
- The group master policy is still in force upon return to work.

Unrelated Causes

Separate periods of disability resulting from unrelated causes **are** considered a continuation of the prior disability if they are not separated by the covered employee returning to work at a full-time job for **30 consecutive days**, during which the employee is performing the material and substantial duties of that job.

Once the maximum Disability Benefit has been paid, the employee will not be eligible for a new Benefit for disability due to an unrelated cause, until 30 consecutive days after all the following conditions are met:

- The employee has been released by a doctor from a prior disability.
- The employee is no longer qualified to receive any disability benefits under this certificate.

After the disability benefit period, the employee may continue coverage if all of the following conditions are met:

- The employee returns to work within 90 days after the benefit period ends.
- Premium payments for the coverage resume upon return to work.
- The group Policy is still in force upon

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Exclusions and Limitations

We will pay all applicable benefits if the covered employee's disability is caused by a covered sickness or covered injury and if it occurs while this coverage is in force. All benefits are subject to the limitations and exclusions, pre-existing condition limitations, and other plan terms.

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 the covered employee while a claim is pending, or to use an independent consultant and doctor's statement to determine whether the covered employee is qualified to receive disability benefits.

The covered employee must be under the care and attendance of a doctor for these benefits to be payable. Benefits will cease on the date of the covered employee's death.

Limitations and Exclusions

A. We will not pay benefits whenever coverage provided by this plan is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.

- In Tennessee: this exclusion does not apply

B. We will not pay benefits whenever fraud is committed in making a claim under this coverage or any prior claim under any other Aflac coverage for which you received benefits that were not lawfully due and that fraudulently induced payment.

- In Texas: We will not pay benefits whenever fraud is committed in making a claim under this coverage.

C. We will not pay benefits for disability that is caused by or occurs as a result of:

1. Any act of war, declared or undeclared; insurrection; rebellion; or act of participation in a riot.

- In Connecticut: Participation (taking part or sharing) in aggressive conflict of any kind, including any act of war, declared or undeclared; insurrection; rebellion; or act of participation in a riot (A riot can be defined as a public uproar, disturbance, or outbreak)
- In Florida: add, War does not include acts of terrorism
- In Maryland: this exclusion does not apply
- In North Carolina: Any act of war, declared or undeclared; insurrection; rebellion; or act of active participation in a riot; this does not include terrorism.
- In Utah: Any act of war, declared or undeclared; voluntary participation in an insurrection or rebellion; or voluntary act of participation in a riot.
- In Oklahoma: Any act of war, declared or undeclared; while serving in the military: insurrection; rebellion; or act of active participation in a riot.

2. Actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Reserve.

3. An intentionally self-inflicted injury.

4. A commission of a crime for which the Employee has been convicted; we will not pay a benefit for any period of disability during which the Employee is incarcerated.

- In Maryland: Loss to which a contributing cause was the insured's commission of or attempt to commit a felony; and we will not pay a benefit for any period of disability during which the insured is incarcerated.
- In Nebraska: Commission of or attempt to commit a felony.

5. Travel in, or jumping or descent from any aircraft, except when a fare-paying passenger in a licensed passenger aircraft.

- In New Hampshire: Aviation, except as a fare paying passenger in a licensed passenger aircraft

6. Mental illness as defined in the plan.

- In California: this exclusion does not apply
- In Montana: this exclusion does not apply
- In Vermont: this exclusion does not apply

7. Alcoholism or drug addiction

- In California: this exclusion does not apply
- In Connecticut: Being legally intoxicated or voluntarily using any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the insured. (Legally intoxicated means that condition as defined by the law of the jurisdiction in which the accident occurred.
- In Maryland: The insured's being intoxicated or under the influence of any narcotic.
- In Michigan: This exclusion does not apply

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- In Minnesota: Loss occurred while the insured is driving or operating a motor vehicle and is determined to have a blood alcohol level exceeding the legal limit as defined by state law; and loss sustained or contracted in consequence of the insured being under the influence of any narcotic unless administered on the advice of a physician.
- In South Dakota: Treatment of alcoholism or drug addiction, or complications due to an addiction
- In Vermont: this exclusion does not apply.

For off-job coverage, the following limitations and exclusions will apply:

8. An injury that arises from any employment.

- In California: this exclusion does not apply
- In South Dakota: An injury arising from any employment. (An injury which occurs on the job that is denied Workers' Compensation benefits for any reason permissible by Title 58 of South Dakota's Insurance Related Law is not considered to be an "injury arising from any employment.")

9. Injury or sickness that is covered by Worker's Compensation.

- In California: An Injury or Sickness that is covered by Worker's Compensation or that arises from any employment as determined by the California Workers Compensation Appeals Board
- In North Carolina: Services or supplies for the treatment of an occupational injury or sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.
- In South Dakota: Injury or Sickness paid by Worker's Compensation.

Pre-Existing Conditions Limitation

Pre-existing Condition is an illness, disease, infection, disorder, pregnancy, or injury that existed within the 12-month period before the effective date of coverage.

- In Georgia: Pre-existing Condition is the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care, or treatment, or a condition for which medical advice or treatment was recommended by or received from a provider of health care services, within 12 months preceding the effective date of coverage of the insured.
- In Indiana: Pre-existing Condition is a disease or physical condition of the insured that existed within the 12-month period before the insured's effective date.
- In Massachusetts: 6 month-period
- In New Mexico: 6 month-period
- In North Carolina: Pre-existing Condition is a condition for which medical advice, diagnosis, care, or treatment was received or recommended within the 12-month period immediately preceding the effective date of coverage of the insured person.
- In North Dakota: Pre-existing Condition is a disease or physical condition that existed within the 12-month period before the insured's effective date.
- In Pennsylvania: 90-day period
- In Utah: Pre-existing Condition refers to the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the 12-month period preceding the insured's effective date, or a condition for which medical advice or treatment was recommended by or received from a physician within the 12-month period before the insured's effective date.
- In New Jersey: Added the following language: (1) immediately prior to becoming covered under this group policy, the insured was enrolled as a member under another group disability income policy issued by us; and (2) benefits were paid by us for the condition under the group disability income policy under which the insured was previously insured.

For a condition to have been pre-existing, a doctor must have advised, diagnosed, or treated the covered employee, or symptoms existed that would ordinarily cause a prudent person to seek medical advice or treatment.

- In Georgia: this statement does not apply
- In Montana: For a condition to have been pre-existing, a doctor must have advised, diagnosed, or treated the insured.
- In North Carolina: this statement does not apply
- In North Dakota: For a condition to have been pre-existing, medical advice or treatment must have been received by the insured during the 12 months before the effective date of coverage.
- In Texas: For a condition to have been pre-existing, a doctor must have advised, diagnosed, or treated the insured, or it must be a condition that would ordinarily cause a prudent person to seek medical advice or treatment.
- In Utah: this statement does not apply
- In New Jersey: the following does not apply, "or symptoms existed that would ordinarily cause a prudent person to seek medical advice or treatment".

We will not pay benefits for any disability resulting from or affected by a pre-existing condition if the disability was diagnosed within the 12-month period after the effective date of coverage.

- In Massachusetts: 6 month-period

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- In New Mexico: 6 month-period
- In South Dakota: We will not pay benefits for any disability resulting from or affected by a pre-existing condition during the 12-month period after the insured's effective date.
- In Texas: We will not pay benefits for any disability resulting from or affected by a pre-existing condition if the disability began within the 12-month period after the insured's effective date.

We will not reduce or deny a claim for benefits for any disability due to a pre-existing condition that was diagnosed more than 12 months after the effective date of coverage.

- In Maryland: Added the following statements: An illness, disease, infection, disorder, or injury will no longer be considered pre-existing at the end of 12 consecutive months starting and ending after an insured's effective date. The Pre-existing Condition Limitation does not apply to a condition the insured revealed in the application for coverage, unless the condition was excluded by a signed waiver rider attached to the certificate.
- In New Mexico: 6 months
- In North Carolina: Added the following statement: If the prospective insured's medical history is not obtained in the application process, the insurer may not deny a claim for disabilities that commence more than 24 months after the effective date of coverage on the grounds the disability is caused by a pre-existing condition.
- In South Dakota: We will not reduce or deny a claim for benefits for any disability that was incurred more than 12 months following the insured's effective date due to a pre-existing condition.
- In Texas: This limitation does not apply to a loss incurred or a disability beginning after the end of 12 consecutive months, beginning on the insured's effective date of coverage, during which the insured has not received medical advice or treatment in connection with the pre-existing condition.

Pregnancy Limitation

Within the first nine months of the effective date of coverage, we will not pay benefits for a disability that is caused by, or occurs as a result of, pregnancy or childbirth. Disability due to complications of pregnancy will be covered to the same extent as a covered sickness.

- In Kansas: Replaced first sentence with: We will not pay benefits for a disability that is caused by, or occurs as a result of, the insured's pregnancy or childbirth if conception was prior to the effective date of coverage.

After this coverage has been in force for nine months from the effective date of coverage, disability benefits for childbirth will be payable. The maximum period of disability allowed for disability due to childbirth is six weeks for non-cesarean delivery and eight weeks for cesarean delivery, less the elimination period, unless proof is furnished that disability continues beyond these time frames due to complications of pregnancy.

- In Idaho: The pregnancy limitation does not apply
- In Kansas: Replaced first sentence with: Disability benefits for complications of pregnancy where conception was after the effective date of coverage, will be payable.
- In Maryland: Added the following statement: The pregnancy limitation does not apply to a condition revealed in the application for coverage, unless the condition was excluded by a signed waiver rider attached to the contract.
- In Montana: The pregnancy limitation does not apply.
- In New Hampshire: The pregnancy limitation does apply.

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Notices

This proposal is a brief description of coverage, not a contract. Read your policy and riders (as applicable) carefully for exact plan language, terms, and conditions.

If this coverage will replace any existing individual policy, please be aware that it may be in your employees' best interest to maintain their individual guaranteed-renewable policy.

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For Texas: THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

For Wyoming: The Policy does not contain comprehensive adult wellness benefits as defined by law.