Section 3 Disability Riders

The riders pay a monthly disability benefit to an insured who becomes totally disabled as a result of a covered accident and/or a covered sickness. To understand how the disability riders provide coverage, a few definitions and provisions must be reviewed.

Totally Disabled

The disability riders define *totally disabled* as:

Your continuing inability to perform the material and substantial duties of your full-time job. You must also be under the care and attendance of a physician for your condition. If you are unable to perform the material and substantial duties of your full-time job but are able to work at any job, you will continue to be considered totally disabled as long as your earnings are less than 80 percent of your base pay earnings at the time you became totally disabled. If you return to work at any job and are earning 80 percent or more of your predisability base pay earnings, you will no longer be considered totally disabled.

Disability insurance is intended to replace lost income. Aflac will continue to provide benefits to an insured who has been given modified job duties and/or reduced work hours because of a disability, as long as this has resulted in a substantial cut in pay. However, **Aflac will no longer provide benefits to policyholders who continue to receive full or near full pay while working under such conditions.** This change will be beneficial to Aflac accounts to help ensure that employees return to full job duties as soon as medically possible. In order to remain objective, Aflac has set "less than 80 percent of base pay earnings" (defined below) as an indicator of disability.

Base Pay Earnings

The disability riders define base pay earnings as:

Your gross salary or wages for your full-time job. This does not include variable pay such as overtime (unless contractual), bonuses, or other incentives. If you are self-employed, the term *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*.)

Successive Periods of Disability

The disability riders define *successive periods of disability* as:

Separate periods of disability, if caused by the same or a related condition and not separated by 180 days or more, are considered a continuation of the prior disability. Separate periods of disability resulting from unrelated causes are considered a continuation of the prior disability unless they are separated by the insured's returning to work at a full-time job for **14** working days, during which he or she is performing the material and substantial duties of the job and is no longer qualified to receive disability benefits.

With a continuation of a prior disability, the elimination period and benefit period do not start over.

Example:

Assume a three-month benefit period and a 0/7 elimination period and the following periods of disability: disabled six weeks due to accident, back to work for one week, disabled five days due to sickness, back to work for three days, disabled eight weeks due to new accident.

Claims for the Personal Disability Income Protector would be paid as follows:

First Accident 42 days paid	Sickness 5 days paid	Second Accident 43 days paid
0 elimination period for accident	Returned to work for less than	Returned to work for
(6 weeks x 7 days = 42 days)	14 days; elimination period	less than 14 days;
	already satisfied.	elimination period
	(Therefore, all 5 days paid)	already satisfied.
		Remaining 43 days are
		paid and the 90-day
		benefit period is
		satisfied.

By requiring 14 working days instead of one day back at work between unrelated disabilities, it is more difficult to begin a new benefit period, but easier to satisfy an elimination period. In the past, if a policyholder returned to work for one day and then suffered an unrelated disability, the benefit period and elimination period started over. Aflac will now consider unrelated disabilities to fall under the same benefit period and elimination period unless the policyholder returns to full job duties for at least 14 working days.

Pregnancy and Childbirth

The Sickness Disability Rider contains the following provision for pregnancy and childbirth:

Disability due to pregnancy and childbirth is payable to the same extent as a covered sickness. After this policy has been in force ten months, the maximum benefit period allowed for childbirth is **six weeks** for noncesarean delivery and **eight weeks** for cesarean delivery, **less the elimination period chosen**, unless you furnish proof that you remain disabled beyond these time frames.

Aflac treats maternity as a sickness. Before any benefits are payable, the woman must first satisfy her elimination period. Then, the benefit period and the disability benefits begin. Typically the standard disability length, as set by physicians and the insurance industry, is six weeks for noncesarean delivery and eight weeks for cesarean delivery.

NOTE: The elimination period is not subtracted from the benefit period. The elimination period is satisfied first, and then benefits are payable for the remaining time she is considered disabled, up to the benefit period chosen.

Ten-Month Maternity Exclusion

Most states have a **ten-month maternity exclusion** that excludes:

Giving birth within the first ten months of the effective date of the policy as a result of a normal pregnancy, including cesarean (complications of pregnancy will be covered to the same extent as a sickness).

Therefore, disability due to pregnancy and childbirth is excluded if the birth occurs within ten months of the effective date of the policy (as a result of a normal pregnancy). Complications of pregnancy are not excluded for the first ten months. If a woman is totally disabled due to complications of pregnancy, she will be eligible for disability benefits under the Sickness Disability Rider.

Some states do not have the ten-month maternity exclusion. Please refer to your specific state introduction packet for complete details. **However, all states are subject to the rider pre-existing condition limitation provision.** (In most states, the pre-existing condition provision is 12 months before and 12 months after the effective date of coverage.)

Disability Riders

Pre-Existing Condition Provision

The disability riders define *pre-existing condition* as:

A sickness or an injury for which, within the **12-month** period before the effective date of coverage, medical advice, consultation, or treatment was recommended or received, 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 or injuries to a pre-existing condition will not be covered unless it begins more than **12 months** after the effective date of coverage.

Benefit Periods and Elimination Periods

Benefit period: The maximum number of days after the elimination period, if any, when Aflac will pay disability benefits.

Elimination Period: Length of time between the start of the disability and the time that benefit payments begin.

Disability Riders

Four disability riders are available with the Personal Accident Indemnity plan:

- 1. Off-the-Job Accident Disability Rider
- 2. Spouse Off-the-Job Accident Disability Rider
- 3. On-the-Job Accident Disability Rider
- 4. Sickness Disability Rider

The following stipulations apply to the four disability riders:

- They are available on a payroll basis only.
- They are available to occupational classes A, B, and C, and E for applicants ages 18–64.
- Exception: The On-the-Job Disability Rider is available to occupational classes A, B, and C only, except for Aflac associates (occupational class E).
- Employees in occupational class E must be employed for over 12 months to be eligible for the disability riders.
- They are not allowed with government allotment accounts.
- They are portable to direct at a payroll rate, if one monthly premium has been paid through payroll deduction. However, after a policy is placed on direct billing, upgrades or downgrades cannot be made to the disability riders. The disability riders may be dropped, but no other changes are permitted.
- Aflac associates (occupational class E) can purchase PAI and the disability riders on a
 direct basis, or they may use payroll rates through the 00316 account. Associates
 purchasing the On-the-Job Accident Disability Rider must use the C rate for this rider only, as E
 rated accounts are not eligible for this rider. See the Aflac Associates and Disability section for
 more information.

Disability benefits will be paid based on employment and age at the time of the disability. The insured must be working at a full-time job 30 or more hours per week and earning at least \$10,000 per year.

Off-the-Job Accident Disability Rider (primary insured only)

- This rider is available for applicant ages 18–64.
- It is available on payroll only.
- Applicants may purchase a minimum of **one unit (\$100)** and a maximum of **20 units (\$2,000)** of disability coverage.
- This rider has a **0- or seven-day elimination period** and a **six- or twelve-month benefit period**.
- This rider is available to associates on Account 00316 with an E occupational classification.

Spouse Off-the-Job Accident Disability Rider

- This rider is available to applicant ages 18–64.
- It is available on payroll only.
- There is one premium rate for the Spouse Disability Rider, regardless of the insured's or spouse's occupation.
- The spouse must be working at a full-time job 30 or more hours per week, earning at least \$10,000 per year.
- The applicant may purchase a minimum of **one unit (\$100)** and a maximum of **seven units (\$700)** of disability coverage.
- The rider has a **0-day elimination period** and a **six-month benefit period**.
- The spouse <u>must be covered under the base policy</u> (but the named insured does not have to purchase a disability rider).
- This rider cannot be added to an Individual or a One-Parent Family policy.

On-the-Job Accident Disability Rider

- This rider is available to applicants ages 18–64.
- It is available on payroll deduction only.
- This rider is not available to persons covered by workers' compensation.
- It is available for the primary insured only.
- Applicants may purchase a minimum of **one unit (\$100)** and a maximum of **ten units (\$1,000)**.
- This rider has a **0- or seven-day elimination period** (for disability due to accident) and a **six- or twelve-month benefit period.**
- This rider is available to associates on Account 00316 with an E occupational classification.
- This rider is not available on payroll for any class E accounts other than Account 00316.

Sickness Disability Rider

- This rider is age banded for applicants 18–49 and 50–64.
- It is available on payroll deduction only.
- This rider is available for the primary insured only.
- Applicants may purchase a minimum of **one unit (\$100)** and a maximum of **20 units (\$2,000)**.
- There is a 14-day elimination period and six- or twelve-month benefit period.
- It has a **30-day waiting period**. If the disease or disorder is first manifested or treated within the first 30 days after the effective date of coverage, any resulting disability will not be covered unless it begins more than 12 months after the effective date of coverage.
- This rider is subject to a pre-existing condition provision. The pre-existing condition provision states, "Disability or hospitalization caused by a pre-existing condition will not be covered unless it begins more than 12 months after the effective date of coverage. A pre-existing condition is a sickness for which, within the 12-month period before the effective date of coverage, medical advice, consultation, or treatment was recommended or received, or symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment."
- This rider is not available to associates.
- This rider is guaranteed-renewable (Individual Disability policy Personal Disability Income Protector is guaranteed-renewable to age 70).

Summary of Rider Provisions

	Elimination Period (days)	Benefit Period (months)	Minimum Coverage	Maximum Coverage	Available to 00316	Age Banded
Off-the-Job Accident Disability Rider (Primary insured)	0 or 7	6 or 12	1 unit (\$100)	20 units (\$2,000)	Yes	No
Off-the-Job Accident Disability Rider (Spouse)	0	6	1 unit (\$100)	7 units (\$700)	No	No
On-the-Job Accident Disability Rider	0 or 7	6 or 12	1 unit (\$100)	10 units (\$1,000)	Yes	No
Sickness Disability Rider	14	6 or 12	1 unit (\$100)	20 units (\$2,000)	No	Yes 18-49, 50-64



Riders selected must have the same benefit period and elimination period. Exception: The Sickness Disability Rider is available only with a 14-day elimination period.

Example:

The primary insured is purchasing both the Off-the-Job and On-the-Job Accident Disability Riders. Both riders must have the same 0- or seven-day elimination period and six- or twelve-month benefit period. The primary insured cannot have a 0-day elimination period and six-month benefit period on one rider and a seven-day elimination period and six-month benefit period on the other rider.

Disability Income Annual Salary Replacement

The disability coverage has minimum and maximum benefits. The Disability Limits Chart (Form M-1019) lists the specific minimums and maximums for payroll sales.

PAI Disability Income Annual Salary Replacement Limits			
Maximum Monthly Disability Benefit Amount	Minimum Annual Income		
\$ 700	\$10,000		
\$ 800			
	\$17,000 \$10,000		
\$ 900	\$19,000		
\$1,000	\$22,000		
\$1,100	\$25,000		
\$1,200	\$27,000		
\$1,300	\$29,000		
\$1,400	\$32,000		
\$1,500	\$34,000		
\$1,600	\$36,000		
\$1,700	\$39,000		
\$1,800	\$41,000		
\$1,900	\$43,000		
\$2,000	\$45,000		
One Unit = \$100			
Minimum of \$100 (1 unit) for all Riders			
Maximum for Riders			
Off-the-Job Accident Disability	\$2,000		
On-the-Job Accident Disability	\$1,000		
Sickness Disability	\$2,000		
Spouse Off-the-Job Accident Disability	\$ 700		

The maximum disability for Aflac associates is limited to:

Off-the-Job Accident Disability \$1,500 (15 units)

On-the-Job Accident Disability \$1,000 (10 units)

Refer to the next page for Aflac associate disability guidelines.

Aflac Associates and Disability

Aflac associates may purchase disability subject to the following guidelines:

- 1. The associate must have been an Aflac associate for a minimum of two years.
- 2. Income verification must be provided with the application in the form of two years of self-employment tax returns. The income to be counted will include the amounts from:
 - Form 1040, line 7 (wages, salaries, and tips).
 - Form 1040, line 12 (business income or loss).
 - Schedule E, line 31 (partnership and S corporation income or loss).
- 3. The Sickness Disability Rider and the Spouse Accident Disability Rider are not available to Aflac associates.
- 4. The maximum monthly disability benefit amount (subject to standard income and under writing requirements) is limited to:
 - Off-the-Job Accident Disability \$1,500 (15 units).
 - On-the-Job Accident Disability \$1,000 (10 units).
- 5. Aflac associates receive an E occupational classification and may use payroll rates through the 00316 account. This represents significant savings over the previous use of C classification on a direct basis.
- 6. Aflac associates purchasing the On-the-Job Accident Disability Rider must use the C rate for this rider only, as E rated accounts are not eligible for this rider.
- 7. Aflac associates can purchase PAI and the disability riders on a direct basis or through the 00316 account.
- 8. The associate-only application (Form A-34004) should be used for Aflac associates applying for PAI.

Taxation of Disability Benefits



If the Personal Accident Indemnity policy is offered as an employer-paid benefit or paid with pre-tax premiums, the disability benefits under the riders payable at the time of claim are subject to certain tax requirements.

Pre-tax and after-tax premium payment can be interchangeable between base plan and the disability riders on paper applications. However, all the riders must be either pre-tax or after-tax.

On SmartApp®, if the base plan is purchased after-tax, all the riders will default to after-tax. The spouse rider is sold only on after-tax basis.

- 1. When we receive a disability claim and determine that the premiums were paid by the employer or paid on a pre-tax basis, Aflac will reduce the amount of the claim by the applicable FICA (Social Security and Medicare) tax percentage.
- 2. Aflac will deposit the claimant's portion of the FICA tax with the IRS.
- 3. Aflac will notify the employer of the amount of the claim payment and the employer's matching portion of the FICA tax.
- 4. Benefits will be subject to FICA, FUTA, and Medicare taxes if paid during the calendar month the employee last works for the employer, or in the six calendar months thereafter. Such benefits may also be subject to state unemployment tax.
- 5. The employer must add the employee's claim benefit amount to the employee's W-2 at year-end or prepare 1099 forms for employees who received disability benefits. Aflac will provide the employer with quarterly reports of total claim payments and furnish an annual report by January 15 of the following year.

Disability Riders (Series A-34400)

These are sample disability riders to be used for training purposes only. Benefits, limitations, and exclusions may vary by state; please refer to your specific state introduction packet for complete details.

AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS (AFLAC)

Worldwide Headquarters: Columbus, Georgia 31999 A Stock Company

This OFF-THE-JOB ACCIDENT DISABILITY BENEFIT RIDER is a part of the policy and is subject to all policy provisions unless modified herein. This rider applies to the Insured only, as shown in the Policy Schedule.

Part 1 EFFECTIVE DATE

The Effective Date of this rider is the Effective Date of the policy or the Effective Date of this rider as stated in the Policy Schedule, if later.

Part 2 PRE-EXISTING CONDITIONS

Disability or hospitalization caused by a Pre-existing Condition or reinjuries to a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage. A Pre-existing Condition is an Injury for which, within the 12-month period before the Effective Date of coverage, medical advice, consultation, or treatment was recommended or received, or symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment.

Part 3 <u>DEFINITIONS</u> (for the purposes of this rider)

A. ACTIVITIES OF DAILY LIVING (ADLs): activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without Direct Personal Assistance, allowing personal independence in everyday living.

The ADLs are:

- (1) Continence: Maintaining control of urination and bowel movements, including your ability to use ostomy supplies or other devices such as catheters;
- (2) Transferring: Moving between a bed and a chair, or a bed and a wheelchair;
- (3) Dressing: Putting on and taking off all necessary items of clothing, and/or medically necessary braces and artificial limbs usually worn;
- (4) Toileting: Getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; and
- (5) Eating: Performing all major tasks of getting food into the body.
- B. BASE PAY EARNINGS: your gross salary or wages for your Full-Time Job. This does not include variable pay such as overtime (unless contractual), bonuses, or other incentives. If you are self-employed, the term "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.")

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- C. BENEFIT PERIOD: the maximum number of days after the Elimination Period, if any, for which you can be paid benefits for any one or Successive Periods of Disability. Each new Benefit Period is subject to a new Elimination Period. See the Policy Schedule for the Benefit Period you selected. For the purposes of this calculation, a "month" is defined as 30 days for which benefits are paid. See definition of "Successive Periods of Disability."
- **D. DIRECT PERSONAL ASSISTANCE:** direct physical assistance from another party required to help you perform an ADL, each and every time you perform that activity, because of an inability to perform the entire activity alone with the supports and mechanical aids that are normally available to you.
- **E. ELIMINATION PERIOD:** the number of consecutive days at the beginning of your period of total disability for which no benefits are payable. See the Policy Schedule for the Elimination Period you selected. Each new Benefit Period is subject to a new Elimination Period.
- F. FULL-TIME JOB: a job at which you work 30 or more hours per week for pay or benefits.
- **G. 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. See the Limitations and Exclusions and the Pre-existing Conditions sections for Injuries not covered by this policy.
- H. OFF-THE-JOB ACCIDENT: an Injury that occurs while you are not working at any job for pay or benefits.
- I. SUCCESSIVE PERIODS OF DISABILITY: separate periods of disability, if caused by the same or a related condition and not separated by 180 days or more, are considered a continuation of the prior disability. Separate periods of disability resulting from unrelated causes are considered a continuation of the prior disability unless they are separated by your returning to work at a Full-Time Job for 14 working days, during which you are performing the material and substantial duties of this job and are no longer qualified to receive disability benefits.
- J. TOTALLY DISABLED: your continuing inability to perform the material and substantial duties of your Full-Time Job. You must also be under the care and attendance of a Physician for your condition. If you are unable to perform the material and substantial duties of your Full-Time Job but are able to work at any job, you will continue to be considered Totally Disabled as long as your earnings are less than 80% of your Base Pay Earnings at the time you became Totally Disabled. If you return to work at any job and are earning 80% or more of your predisability Base Pay Earnings, you will no longer be considered Totally Disabled.

Part 4 <u>LIMITATIONS AND EXCLUSIONS</u>

- A. We will not pay benefits for a disability that is being treated outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where your policy was issued.
- **B.** Refer to your policy for additional Limitations and Exclusions.

Part 5

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BENEFITS

- **A. Working Full Time:** While you are working at a Full-Time Job and while this coverage is in force, we will insure you as follows:
 - 1. Through Age 69: If your covered Off-the-Job Accident causes you to become Totally Disabled within 90 days of your last treatment for your covered Off-the-Job Accident, we will pay you one-thirtieth of the benefit shown in the Policy Schedule for each day you remain Totally Disabled. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
 - 2. Age 70 and above: If you require Hospital Confinement within 90 days of your last treatment for your covered Off-the-Job Accident, we will pay you one-thirtieth of the benefit shown in the Policy Schedule times three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is not subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
- **B.** Not Working Full Time: If you are not working at a Full-Time Job and coverage is in force, we will insure you as follows:
 - 1. Through Age 69: If your covered Off-the-Job Accident causes you to be unable to perform two or more ADLs, as certified by your Physician, and you require Direct Personal Assistance to perform such ADLs, we will pay you one-thirtieth of the benefit shown in the Policy Schedule for each day you cannot perform such ADLs. Such inability must occur within 90 days of your last treatment for your covered Off-the-Job Accident. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
 - 2. Age 70 and above: If you require Hospital Confinement within 90 days of your last treatment for your covered Off-the-Job Accident, we will pay you one-thirtieth of the benefit shown in the Policy Schedule times three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is not subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."

Benefits will be paid for only one disability at a time, even if it is caused by more than one Injury. Benefits are not payable for Items A1, A2, B1, or B2 for the same day. Turning age 70 will not stop benefits otherwise payable. We reserve the right to meet with you during the pendency of a claim or to use an independent consultant and Physician's statement to determine whether you are Totally Disabled, or whether you are unable to perform two or more ADLs and require Direct Personal Assistance. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date of your death.

IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

Part 6 TERMINATION

Form A-34050 3 A34050.1

This rider will terminate if the policy to which it is attached terminates, if the premiums for this rider are not paid, or upon your death.

In witness whereof, AFLAC, at its worldwide headquarters, has caused this rider to be signed by its secretary and president in the city of Columbus, Georgia.

ABCD

ABCD

Joey M. Loudermilk, Secretary

Daniel P. Amos, President

Form A-34050 4 A34050.1

AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS (AFLAC)

Worldwide Headquarters: Columbus, Georgia 31999 A Stock Company

This ON-THE-JOB ACCIDENT DISABILITY BENEFIT RIDER is a part of the policy and is subject to all policy provisions unless modified herein. This rider applies to the Insured only, as shown in the Policy Schedule.

Part 1 EFFECTIVE DATE

The Effective Date of this rider is the Effective Date of the policy or the Effective Date of this rider as stated in the Policy Schedule, if later.

Part 2 PRE-EXISTING CONDITIONS

Disability or hospitalization caused by a Pre-existing Condition or reinjuries to a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage. A Pre-existing Condition is an Injury for which, within the 12-month period before the Effective Date of coverage, medical advice, consultation, or treatment was recommended or received, or symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment.

Part 3 <u>DEFINITIONS</u> (for the purposes of this rider)

A. ACTIVITIES OF DAILY LIVING (ADLs): activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without Direct Personal Assistance, allowing personal independence in everyday living.

The ADLs are:

- (1) Continence: Maintaining control of urination and bowel movements, including your ability to use ostomy supplies or other devices such as catheters;
- (2) Transferring: Moving between a bed and a chair, or a bed and a wheelchair;
- (3) Dressing: Putting on and taking off all necessary items of clothing, and/or medically necessary braces and artificial limbs usually worn;
- (4) Toileting: Getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; and
- (5) Eating: Performing all major tasks of getting food into the body.
- **B. BASE PAY EARNINGS:** your gross salary or wages for your Full-Time Job. This does not include variable pay such as overtime (unless contractual), bonuses, or other incentives. If you are self-employed, the term "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.")

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- C. BENEFIT PERIOD: the maximum number of days after the Elimination Period, if any, for which you can be paid benefits for any one or Successive Periods of Disability. Each new Benefit Period is subject to a new Elimination Period. See the Policy Schedule for the Benefit Period you selected. For the purposes of this calculation, a "month" is defined as 30 days for which benefits are paid. See definition of "Successive Periods of Disability."
- D. DIRECT PERSONAL ASSISTANCE: direct physical assistance from another party required to help you perform an ADL, each and every time you perform that activity, because of an inability to perform the entire activity alone with the supports and mechanical aids that are normally available to you.
- **E. ELIMINATION PERIOD:** the number of consecutive days at the beginning of your period of total disability for which no benefits are payable. See the Policy Schedule for the Elimination Period you selected. Each new Benefit Period is subject to a new Elimination Period.
- **F. FULL-TIME JOB:** a job at which you work 30 or more hours per week for pay or benefits.
- **G. 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. See the Limitations and Exclusions and the Pre-existing Conditions sections for Injuries not covered by this policy.
- H. ON-THE-JOB ACCIDENT: an Injury that occurs while you are working at any job for pay or benefits.
- I. SUCCESSIVE PERIODS OF DISABILITY: separate periods of disability, if caused by the same or a related condition and not separated by 180 days or more, are considered a continuation of the prior disability. Separate periods of disability resulting from unrelated causes are considered a continuation of the prior disability unless they are separated by your returning to work at a Full-Time Job for 14 working days, during which you are performing the material and substantial duties of this job and are no longer qualified to receive disability benefits.
- J. TOTALLY DISABLED: your continuing inability to perform the material and substantial duties of your Full-Time Job. You must also be under the care and attendance of a Physician for your condition. If you are unable to perform the material and substantial duties of your Full-Time Job but are able to work at any job, you will continue to be considered Totally Disabled as long as your earnings are less than 80% of your Base Pay Earnings at the time you became Totally Disabled. If you return to work at any job and are earning 80% or more of your predisability Base Pay Earnings, you will no longer be considered Totally Disabled.

Part 4 <u>LIMITATIONS AND EXCLUSIONS</u>

- A. We will not pay benefits for a disability that is being treated outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where your policy was issued.
- **B.** Refer to your policy for additional Limitations and Exclusions.

Part 5
BENEFITS

Form A-34051 2 A34051.1

- **A. Working Full Time:** While you are working at a Full-Time Job and while this coverage is in force, we will insure you as follows:
 - 1. Through Age 69: If your covered On-the-Job Accident causes you to become Totally Disabled within 90 days of your last treatment for your covered On-the-Job Accident, we will pay you one-thirtieth of the benefit shown in the Policy Schedule for each day you remain Totally Disabled. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
 - 2. Age 70 and above: If you require Hospital Confinement within 90 days of your last treatment for your covered On-the-Job Accident, we will pay you one-thirtieth of the benefit shown in the Policy Schedule times three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is not subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
- **B. Not Working Full Time:** If you are not working at a Full-Time Job and coverage is in force, we will insure you as follows:
 - 1. Through Age 69: If your covered On-the-Job Accident causes you to be unable to perform two or more ADLs, as certified by your Physician, and you require Direct Personal Assistance to perform such ADLs, we will pay you one-thirtieth of the benefit shown in the Policy Schedule for each day you cannot perform such ADLs. Such inability must occur within 90 days of your last treatment for your covered On-the-Job Accident. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
 - 2. Age 70 and above: If you require Hospital Confinement within 90 days of your last treatment for your covered On-the-Job Accident, we will pay you one-thirtieth of the benefit shown in the Policy Schedule times three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is not subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."

Benefits will be paid for only one disability at a time, even if it is caused by more than one Injury. Benefits are not payable for Items A1, A2, B1, or B2 for the same day. Turning age 70 will not stop benefits otherwise payable. We reserve the right to meet with you during the pendency of a claim or to use an independent consultant and Physician's statement to determine whether you are Totally Disabled, or whether you are unable to perform two or more ADLs and require Direct Personal Assistance. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date of your death.

IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

Part 6 TERMINATION

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This rider will terminate if the policy to which it is attached terminates, if the premiums for this rider are not paid, or upon your death.

In witness whereof, AFLAC, at its worldwide headquarters, has caused this rider to be signed by its secretary and president in the city of Columbus, Georgia.

ABCD

ABCD

Joey M. Loudermilk, Secretary

Daniel P. Amos, President

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AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS (AFLAC)

Worldwide Headquarters: Columbus, Georgia 31999 A Stock Company

This SICKNESS DISABILITY BENEFIT RIDER is a part of the policy and is subject to all policy provisions unless modified herein. This rider applies to the Insured only, as shown in the Policy Schedule.

Part 1 EFFECTIVE DATE

The Effective Date of this rider is the Effective Date of the policy or the Effective Date of this rider as stated on the Policy Schedule, if later.

Part 2 PRE-EXISTING CONDITIONS

Disability or hospitalization caused by a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage. A Pre-existing Condition is a Sickness for which, within the 12-month period before the Effective Date of coverage, medical advice, consultation, or treatment was recommended or received, or symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment.

Part 3 <u>DEFINITIONS</u> (for the purposes of this rider)

A. ACTIVITIES OF DAILY LIVING (ADLs): activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without Direct Personal Assistance, allowing personal independence in everyday living.

The ADLs are:

- (1) Continence: Maintaining control of urination and bowel movements, including your ability to use ostomy supplies or other devices such as catheters;
- (2) Transferring: Moving between a bed and a chair, or a bed and a wheelchair;
- (3) Dressing: Putting on and taking off all necessary items of clothing, and/or medically necessary braces and artificial limbs usually worn;
- (4) Toileting: Getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; and
- (5) Eating: Performing all major tasks of getting food into the body.
- **B. BASE PAY EARNINGS:** your gross salary or wages for your Full-Time Job. This does not include variable pay such as overtime (unless contractual), bonuses, or other incentives. If you are self-employed, the term "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.")

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- C. BENEFIT PERIOD: the maximum number of days after the Elimination Period, if any, for which you can be paid benefits for any one or Successive Periods of Disability. Each new Benefit Period is subject to a new Elimination Period. See the Policy Schedule for the Benefit Period you selected. For the purposes of this calculation, a "month" is defined as 30 days for which benefits are paid. See definition of "Successive Periods of Disability."
- D. DIRECT PERSONAL ASSISTANCE: direct physical assistance from another party required to help you perform an ADL, each and every time you perform that activity, because of an inability to perform the entire activity alone with the supports and mechanical aids that are normally available to you.
- **E. ELIMINATION PERIOD:** the number of consecutive days at the beginning of your period of total disability for which no benefits are payable. See the Policy Schedule for the Elimination Period you selected. Each new Benefit Period is subject to a new Elimination Period.
- F. FULL-TIME JOB: a job at which you work 30 or more hours per week for pay or benefits.
- G. SUCCESSIVE PERIODS OF DISABILITY: separate periods of disability, if caused by the same or a related condition and not separated by 180 days or more, are considered a continuation of the prior disability. Separate periods of disability resulting from unrelated causes are considered a continuation of the prior disability unless they are separated by your returning to work at a Full-Time Job for 14 working days, during which you are performing the material and substantial duties of this job and are no longer qualified to receive disability benefits.
- H. TOTALLY DISABLED: your continuing inability to perform the material and substantial duties of your Full-Time Job. You must also be under the care and attendance of a Physician for your condition. If you are unable to perform the material and substantial duties of your Full-Time Job but are able to work at any job, you will continue to be considered Totally Disabled as long as your earnings are less than 80% of your Base Pay Earnings at the time you became Totally Disabled. If you return to work at any job and are earning 80% or more of your predisability Base Pay Earnings, you will no longer be considered Totally Disabled.

Part 4 <u>LIMITATIONS AND EXCLUSIONS</u>

- A. We will not pay benefits for a disability that is being treated outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where your policy was issued.
- B. We will not pay benefits for a disability that is caused by or occurs as a result of your:
 - 1. Becoming Totally Disabled due to any of 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 disabilities resulting from Alzheimer's disease, or similar forms of senility or senile dementia, first manifested while coverage is in force;
 - 2. Giving birth within the first ten months of the Effective Date of this rider as a result of a normal pregnancy, including cesarean (complications of pregnancy will be covered to the same extent as a Sickness); or

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- 3. Donating an organ within the first 12 months of the Effective Date of this rider.
- **C.** Refer to your policy for additional Limitations and Exclusions.

Part 5 BENEFITS

- **A. Working Full Time:** While you are working at a Full-Time Job and while this coverage is in force, we will insure you as follows:
 - 1. Through Age 69: If your covered Sickness causes you to become Totally Disabled within 90 days of your last treatment for your covered Sickness, we will pay you one-thirtieth of the benefit shown in the Policy Schedule for each day you remain Totally Disabled. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
 - 2. Age 70 and above: If you require Hospital Confinement within 90 days of your last treatment for your covered Sickness, we will pay you one-thirtieth of the benefit shown in the Policy Schedule times three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is not subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
- **B. Not Working Full Time:** If you are not working at a Full-Time Job and coverage is in force, we will insure you as follows:
 - 1. Through Age 69: If you are unable to perform two or more ADLs within 90 days of your last treatment for your covered Sickness, as certified by your Physician, and you require Direct Personal Assistance to perform such ADLs, we will pay you one-thirtieth of the benefit shown in the Policy Schedule for each day you cannot perform such ADLs. This benefit is payable up to the Benefit Period you selected and is subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."
 - 2. Age 70 and above: If you require Hospital Confinement within 90 days of your last treatment for your covered Sickness, we will pay you one-thirtieth of the benefit shown in the Policy Schedule times three for each day you are confined. This benefit is payable up to the Benefit Period you selected and is not subject to the Elimination Period shown in the Policy Schedule. Also see the Uniform Provision titled Term and the definitions of "Benefit Period" and "Successive Periods of Disability."

Disability due to pregnancy and childbirth is payable to the same extent as a covered Sickness. After this policy has been in force ten months, the maximum Benefit Period allowed for childbirth is six weeks for noncesarean delivery and eight weeks for cesarean delivery, less the Elimination Period, unless you furnish proof that you remain disabled, as defined above, beyond these time frames.

Benefits will be paid for only one disability at a time even if it is caused by more than one Sickness. Benefits are not payable for Items A1, A2, B1, or B2 for the same day. Turning age 70 will not stop benefits otherwise payable. We reserve the right to meet with you during the pendency of a claim or to use an independent consultant and Physician's statement to

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determine whether you are Totally Disabled, or whether you are unable to perform two or more ADLs and require Direct Personal Assistance. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date of your death.

IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

Part 6 TERMINATION

This rider will terminate if the policy to which it is attached terminates, if the premiums for this rider are not paid, or upon your death.

In witness whereof, AFLAC, at its worldwide headquarters, has caused this rider to be signed by its secretary and president in the city of Columbus, Georgia.

ABCD

ABCD

Joey M. Loudermilk, Secretary

Daniel P. Amos, President

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AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS (AFLAC)

Worldwide Headquarters: Columbus, Georgia 31999
A Stock Company

This SPOUSE OFF-THE-JOB ACCIDENT DISABILITY BENEFIT RIDER is a part of the policy and is subject to all policy provisions unless modified herein. This rider applies to the Insured's spouse only, as shown in the Policy Schedule.

In this rider, you, the spouse, will be referred to as "you," "your," or "yours." American Family Life Assurance Company of Columbus (AFLAC), a stock company, will be referred to as "we" or "AFLAC."

Part 1 EFFECTIVE DATE

The Effective Date of this rider is the Effective Date of the policy or the Effective Date of this rider as stated in the Policy Schedule, if later.

Part 2 PRE-EXISTING CONDITIONS

Disability or hospitalization caused by a Pre-existing Condition or reinjuries to a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage. A Pre-existing Condition is an Injury for which, within the 12-month period before the Effective Date of coverage, medical advice, consultation, or treatment was recommended or received, or symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment.

Part 3 <u>DEFINITIONS</u> (for the purposes of this rider)

A. ACTIVITIES OF DAILY LIVING (ADLs): activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without Direct Personal Assistance, allowing personal independence in everyday living.

The ADLs are:

- (1) Continence: Maintaining control of urination and bowel movements, including your ability to use ostomy supplies or other devices such as catheters;
- (2) Transferring: Moving between a bed and a chair, or a bed and a wheelchair;
- (3) Dressing: Putting on and taking off all necessary items of clothing, and/or medically necessary braces and artificial limbs usually worn;
- (4) Toileting: Getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; and
- (5) Eating: Performing all major tasks of getting food into the body.
- B. BASE PAY EARNINGS: your gross salary or wages for your Full-Time Job. This does not include variable pay such as overtime (unless contractual), bonuses, or other incentives. If you are self-employed, the term "Base Pay Earnings" means your business's gross income

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- minus the allowable business deductions from that business. (For tax purposes, Base Pay Earnings is referred to as "net earnings.")
- C. BENEFIT PERIOD: the maximum number of days after the Elimination Period, if any, for which you can be paid benefits for any one or Successive Periods of Disability. Each new Benefit Period is subject to a new Elimination Period. See the Policy Schedule for the Benefit Period you selected. For the purposes of this calculation, a "month" is defined as 30 days for which benefits are paid. See definition of "Successive Periods of Disability."
- D. DIRECT PERSONAL ASSISTANCE: direct physical assistance from another party required to help you perform an ADL, each and every time you perform that activity, because of an inability to perform the entire activity alone with the supports and mechanical aids that are normally available to you.
- **E. ELIMINATION PERIOD:** the number of consecutive days at the beginning of your period of total disability for which no benefits are payable. See the Policy Schedule for the Elimination Period you selected. Each new Benefit Period is subject to a new Elimination Period.
- **F. FULL-TIME JOB:** a job that you, the Insured's spouse, work at 30 or more hours per week for pay or benefits.
- **G. 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. See the Limitations and Exclusions and the Pre-existing Conditions sections for Injuries not covered by this policy.
- **H. OFF-THE-JOB ACCIDENT:** an Injury that occurs while you are not working at any job for pay or benefits.
- I. SUCCESSIVE PERIODS OF DISABILITY: separate periods of disability, if caused by the same or a related condition and not separated by 180 days or more, are considered a continuation of the prior disability. Separate periods of disability resulting from unrelated causes are considered a continuation of the prior disability unless they are separated by your returning to work at a Full-Time Job for 14 working days, during which you are performing the material and substantial duties of this job and are no longer qualified to receive disability benefits.
- J. TOTALLY DISABLED: your continuing inability to perform the material and substantial duties of your Full-Time Job. You must also be under the care and attendance of a Physician for your condition. If you are unable to perform the material and substantial duties of your Full-Time Job but are able to work at any job, you will continue to be considered Totally Disabled as long as your earnings are less than 80% of your Base Pay Earnings at the time you became Totally Disabled. If you return to work at any job and are earning 80% or more of your predisability Base Pay Earnings, you will no longer be considered Totally Disabled.

Part 4 <u>LIMITATIONS AND EXCLUSIONS</u>

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whether you are Totally Disabled, or whether you are unable to perform two or more ADLs and require Direct Personal Assistance. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date of your death.

IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

Part 6 TERMINATION

This rider will terminate if the policy to which it is attached terminates, if the premiums for this rider are not paid, upon the dissolution of your marriage, upon the death of the Named Insured, or upon your death.

In witness whereof, AFLAC, at its worldwide headquarters, has caused this rider to be signed by its secretary and president in the city of Columbus, Georgia.

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Joey M. Loudermilk, Secretary

Daniel P. Amos, President

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whether you are Totally Disabled, or whether you are unable to perform two or more ADLs and require Direct Personal Assistance. You must be under the care and attendance of a Physician for these benefits to be payable. Benefits will cease on the date of your death.

IF YOU HAVE ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.

Part 6 TERMINATION

This rider will terminate if the policy to which it is attached terminates, if the premiums for this rider are not paid, upon the dissolution of your marriage, upon the death of the Named Insured, or upon your death.

In witness whereof, AFLAC, at its worldwide headquarters, has caused this rider to be signed by its secretary and president in the city of Columbus, Georgia.

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Joey M. Loudermilk, Secretary

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