# BENEFIT PLAN

**Prepared Exclusively For**
**Buckeye Ohio Risk Management Association Pool, Inc. (BORMA)**

**Life and Accidental Death & Personal Loss - All Full-Time City of Bowling Green Employees (Class 3)**

## What Your Plan Covers and How Benefits are Paid

**Aetna Life Insurance Company**
**Booklet-Certificate**

This Booklet-Certificate is part of the Group Insurance Policy between **Aetna** Life Insurance Company and the Policyholder

aetna℠

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*Defines the Terms Shown in Bold Type in the Text of This Document.

# Preface *(GR-9N-02-005-01 CT)*

Aetna Life Insurance Company (ALIC) is pleased to provide you with this *Booklet-Certificate*. Read this *Booklet-Certificate* carefully. The plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut (referred to as **Aetna**).

This *Booklet-Certificate* is part of the *Group Insurance Policy* between Aetna Life Insurance Company and the Policyholder. The *Group Insurance Policy* determines the terms and conditions of coverage. **Aetna** agrees with the Policyholder to provide coverage in accordance with the conditions, rights, and privileges as set forth in this *Booklet-Certificate*. The Policyholder selects the products and benefit levels under the plan. A person covered under this plan and their covered dependents are subject to all the conditions and provisions of the *Group Insurance Policy*.

The *Booklet-Certificate* describes the rights and obligations of you and **Aetna**, what the plan covers and how benefits are paid for that coverage. It is your responsibility to understand the terms and conditions in this *Booklet-Certificate*. Your *Booklet-Certificate* includes the *Schedule of Benefits* and any amendments or riders.

If you become insured, this *Booklet-Certificate* becomes your *Certificate of Coverage* under the *Group Insurance Policy*, and it replaces and supersedes all certificates describing similar coverage that **Aetna** previously issued to you.

| | |
|---|---|
| Group Policyholder: | Buckeye Ohio Risk Management Association Pool, Inc. (BORMA) |
| Group Policy Number: | GP-737565 |
| Effective Date: | April 1, 2016 |
| Issue Date: | April 15, 2016 |
| Booklet-Certificate Number: | 15 |

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

## Important Information Regarding Availability of Coverage *(GR-9N 02-005 02-CT)*

No benefits are covered under this *Booklet-Certificate* in the absence of payment of current premiums subject to the *Grace Period* and the *Premium* section of the *Group Insurance Policy*.

Unless specifically provided in any applicable termination provision described in this *Booklet-Certificate* or under the terms of the *Group Insurance Policy*, the plan does not pay benefits for the loss of life or an **accident** incurred before coverage starts under this plan.

This plan will also not pay any benefits for any losses that start after coverage ends.

Benefits may be modified during the term of this plan as specifically provided under the terms of the *Group Insurance Policy* or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply to any losses that start on or after the effective date of the plan modification. There is no vested right to receive any benefits described in the *Group Insurance Policy* or in this *Booklet-Certificate* beyond the date of termination or renewal if the loss or **accident** happens on or after the effective date of the plan modification, but prior to your receipt of amended plan documents.

# Coverage for You and Your Dependents *(GR-9N-02-020-01 CT)*

## Life Insurance Coverage *(GR-9N-02-015-01)*

A benefit is payable if you lose your life or a covered dependent loses his or her life while coverage is in effect. Please refer to the *Life Insurance* and *Life Insurance For Your Dependents* sections for more details about covered losses.

## Accidental Death and Personal Loss Coverage *(GR-9N-02-015-01)*

A benefit is payable for certain losses if both of the following occur while your coverage is in effect:

- You or your covered dependent are involved in an **accident**; and
- You or your covered dependents suffer a bodily **injury** as a direct result of the **accident**.

Please refer to the *Accidental Death and Personal Loss* section for more details about covered losses.

# Eligibility, Enrollment and Effective Date of Your Coverage

*(GR-9N-29-005-02)*

Who Is Eligible

How and When to Enroll

When Your Coverage Begins

Throughout this section you will find information on who can be covered under the plan, how to enroll and what to do when there is a change in your life that affects coverage. In this section, 'you', 'your' and 'yours' means you and your covered dependents to whom this *Booklet-Certificate* is issued and whose insurance is in force under the terms of this group insurance policy.

## Who is Eligible

Your employer determines the criteria that are used to define the eligible class for coverage under this plan. Such criteria are based solely upon the conditions related to your employment. **Aetna** will rely upon the representation of the employer as to your eligibility for coverage under this plan and as to any fact concerning such eligibility.

### Employees

You are eligible for coverage under this plan if you are **actively at work** and:

- You are in an eligible class, as defined below;
- You have completed any probationary period required by the policyholder; and
- You have reached your eligibility date.

### Determining if You Are in an Eligible Class

You are in an eligible class if:

- You are a regular full-time City of Bowling Green (Class 3) employee, working 40 hours and firefighters working 52 hours, as defined by your employer.

In addition, to be in an eligible class you must be scheduled to work on a regular basis at least 40 hours per week during your Employer's work week.

### Determining When You Become Eligible *(GR-9N-29-005-02)*

You become eligible for the plan on your eligibility date, which is determined as follows.

**On the Effective Date of the Plan**

If you are in an eligible class on the effective date of this plan, your coverage eligibility date is the effective date of the plan.

**After the Effective Date of the Plan**

If you are hired after the effective date of this plan, your coverage eligibility date is the date you are hired.

If you enter an eligible class after the effective date of this plan, your coverage eligibility date is the date you enter the eligible class.

## Obtaining Coverage for Dependents *(GR-9N 29-010-01-CT)*

Your dependents can be covered under your plan. You may enroll the following dependents:

- Your legal spouse; and
- Your dependent children.

**Aetna** will rely upon your employer to determine whether or not a person meets the definition of a dependent for coverage under the plan. This determination will be conclusive and binding upon all persons for the purposes of this plan.

### Coverage for Dependent Children *(GR-9N-29-010-02)*

To be eligible, a dependent child must be:

- Unmarried; and
- At least 14 days old, but under age 19; or
- Under age 26, as long as he or she is a full-time student at an accredited institution of higher education and solely depends on your support*.

* Note: Proof of full-time student status is required each year. This means that the child is enrolled as an undergraduate student with a total course load of at least 12 credits or is enrolled as a graduate student with a total course load of at least 9 credits.

An eligible dependent child includes:

- Your biological children;
- Your stepchildren;
- Your legally adopted children;
- Any children for whom you are responsible under court order;
- Your grandchildren in your court-ordered custody; and
- Any other child who lives with you in a parent-child relationship.

Coverage for a handicapped child may be continued past the age limits shown above. See *Handicapped Dependent Children* for more information.

# How and When to Enroll *(GR-9N 29-015-02)*

## Enrollment

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by **Aetna** and your employer. To complete the enrollment process, you will need to provide all requested information for yourself and your eligible dependents.

For Dependent Life Insurance and Accidental Death and Personal Loss Coverage, newborns are automatically covered from the 14th day until the 31st day after birth. To continue coverage after 31 days, you will need to complete a change form and return it to your employer within the 31-day enrollment period.

## Evidence of Good Health *(GR-9N 29-015-02)*

You must provide evidence of good health that is satisfactory to **Aetna** if:

- You request to enroll more than 31 days after your eligibility date.

If you are required to submit evidence of good health, you must:

- Complete and sign a health and medical history form provided by **Aetna**;
- Submit to a medical examination, if requested;

- Provide any additional information that **Aetna** may require including attending **physician's** statements; and
- Furnish all such evidence at your own expense.

# When Your Coverage Begins *(GR-9N-29-025-01 CT)*

## Your Effective Date of Coverage

Your coverage takes effect on:

- The date you are eligible for coverage.

**Active Work Rule**: If you happen to be ill or injured and away from work on the date your coverage would take effect, the coverage will not take effect until you return to full-time work for one full day. This rule also applies to an increase in your coverage.

## Your Dependent's Effective Date of Coverage

Your dependent's coverage takes effect on the same day that your coverage becomes effective, if you have enrolled them in the plan by then.

**Note**: New dependents need to be reported to **Aetna** within 31 days because they may affect your contributions. If you do not report a new dependent within 31 days of his or her eligibility date, evidence of good health may be required.

# Your Life Insurance Plan

*(GR-9N 03-005 01)*

**Naming Your Beneficiary**

**Benefit Payments**

**Changing Your Elections**

Life insurance is an important component of your financial planning. The Life Insurance Plan pays a benefit to your beneficiary if you die while covered by the plan. Refer to the *Schedule of Life Insurance Benefits* for information about the plan's benefit. This section will help you understand the following:

- Naming a Beneficiary
- Payment of Benefits
- How to convert your coverage, and
- How to change coverage amounts

## How the Plan Works *(GR-9N 03-005 01)*

### Naming Your Beneficiary

(This beneficiary provision also applies if you die and are covered for Accidental Death and Personal Loss Coverage.)

A beneficiary is the person you designate to receive life benefits if you should die while you are covered. You may name anyone you wish as your beneficiary. You may name more than one beneficiary. You will need to complete a beneficiary designation form, which you can get from your employer.

If you name more than one primary beneficiary, the life insurance benefits will be paid out equally unless you stipulate otherwise on the form. If you name more than one primary beneficiary and the amount or percentage of the payment to your primary beneficiaries does not equal 100% of your life insurance amount, the difference will be paid equally to your named primary beneficiaries.

You may change your beneficiary choice at any time by completing a new beneficiary designation form. Send the completed form to your employer or to **Aetna**. The beneficiary change will be effective on the date you sign a new beneficiary designation form.

Prior to your death, you are the only person who can name or change your beneficiary. No other person may change your beneficiary on your behalf, including, but not limited to, any agent under power of attorney, whether durable or non-durable, or other power of appointment.

**Aetna** pays life insurance benefits in accordance with the beneficiary designation it has on record. Any payment made before **Aetna** receives your request for a beneficiary change will be made to your previously designated beneficiary. **Aetna** will be fully discharged of its duties as to any payment made, if the payment is made before **Aetna** receives notification of a change in beneficiary.

#### If Your Beneficiary Dies Before You

If one of your named primary beneficiaries dies before you, his or her share will be payable in equal shares to any other named primary beneficiaries who survive you. If you have named a contingent beneficiary, your contingent beneficiary will only be paid if all primary beneficiaries die before you.

If you have not named a primary or contingent beneficiary, or if the person you have named dies before you, payment will be made as follows to those who survive you:

- Your spouse, if any.
- If there is no spouse, in equal shares to your children.

- If there is no spouse; or you have no children, to your parents, equally or to the survivor.
- If there is no spouse; or you have no children, or parents, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

### If Your Beneficiary Is a Minor

The method of payment will differ if your beneficiary is:

- A minor; or
- Legally unable to give a valid release for payment of any Life Insurance benefit, in **Aetna**'s opinion.

**Aetna** will issue (as permitted by applicable state law) the life insurance payment to:

- The guardian of your beneficiary's estate; or
- The custodian of the beneficiary's estate under the Uniforms Transfer to Minors Act; or
- An adult caretaker/legal guardian.

**Aetna** will be fully discharged of its duties as to the extent of the payment made. **Aetna** is not responsible for how the payment is used.

## Conversion Benefit *(GR-9N 03-010 01)*

A life conversion option may be available without a medical exam if you apply for it within 31 days of your loss of eligibility under the plan. For more information about the conversion provision, refer to the Conversion section.

# Permanent and Total Disability Benefit *(GR-9N 03-045 01)*

In the event you become disabled as the result of a disease or **injury**, you may be eligible for a permanent and total disability benefit if **Aetna** determines that you are permanently and totally disabled. You will not have to make any further contributions for life insurance coverage, and your employer will not have to make premium payments on your behalf.

**If you were insured for any Accidental Death and Personal Loss Coverage, that coverage ends on the date this section applies to your Life Insurance coverage. If you were insured for Dependent Life Insurance, you will have the option to convert their coverage when this section applies to you.**

## Permanently and Totally Disabled

You will be considered permanently and totally disabled under this plan if disease or **injury** prevents you from:

- Working at your own job or any other job for pay or profit; and
- Being able to work at any reasonable job. A "reasonable job" is any job for pay or profit which you are, or may reasonably become, qualified for by education, training, or experience.

## Qualifying for the Permanent and Total Disability Benefit *(GR-9N 03-040 01)*

You must meet ***all*** of the following criteria to qualify for this benefit:

- You must be insured under this plan when you stop active work due to your disease or **injury**;
- You must be under age 60 when you stop active work; and;
- You must be absent from active work for 9 consecutive months without interruption.

Stopping active work means the date you are no longer physically at your job performing the duties of your job.

You must give **Aetna** a written notice of claim for this extended benefit. **Aetna** must receive your notice within 12 months from the date you stop active work. If your written notice is not received within 12 months of the date you stop active work, you will not be eligible for this benefit extension.

You must furnish proof of your permanent and total disability upon request by Aetna. Aetna also has the right to have a physician examine you, at no cost to you. Aetna will use the information to help determine if you are permanently and totally disabled.

## Amount of Benefit Payable *(GR-9N 03-045 01)*

Your extended benefit will be equal to the amount you were insured for on the date your permanent and total disability began, however, coverage will be reduced as described in the section called "*When Life Insurance Coverage Amounts are Reduced*."

## When the Permanent and Total Disability Benefit Ceases *(GR-9N 03-050 01)*

This benefit extension will stop when the first of the following occurs:

- The date **Aetna** sends you a request (at the most recent address in its records) for:
  - An exam or proof that you are still permanently and totally disabled; and
  - You do not go for the exam or provide proof of your continued disability within 31days of that date.
- The date you are able to work at any reasonable job;
- The date you begin working at any job for pay or profit;
- The date you reach age 70.

After your insurance has been extended continuously for 2 years, **Aetna** will not require an exam or proof more than once in a 12 month period.

You will be eligible to convert to an individual life insurance policy, as if your employment had ended, when this benefit extension ceases. Refer to the *Conversion* section for more details. However, if you become eligible for life insurance under any group policy within 31 days this benefit extension ceases, conversion is not allowed.

## Extended Death Benefit *(GR-9N 03-060 01)*

**Aetna** will pay your beneficiary the amount of life insurance that may be extended under the permanent and total disability feature. Your beneficiary must give **Aetna** proof that all of the following apply:

- Your life insurance premium payments ended while you were absent from work due to disease or **injury** and before **Aetna** received your written notice of claim for the permanent and total disability benefit;
- You were continuously absent from active work until the time of your death;
- Your death occurred no later than 12 months after premium payments stopped;
- You would have qualified for the permanent and total disability benefit except that:
  - You were not absent from work for 9 consecutive months without interruption; or
  - **Aetna** had not yet received or approved your claim for the permanent and total disability benefit.

Your beneficiary must give **Aetna** written notice of your death within 12 months of your death. If **Aetna** does not receive the notice, **Aetna** will not be obligated to pay this benefit.

When **Aetna** approves a claim for any benefit under this feature, the benefit will be in full settlement and satisfaction of **Aetna**'s obligations. After you cease active work with your employer due to disease or **injury**, you must ensure that **Aetna** and your employer have current beneficiary information on file. If current beneficiary information is not sent to **Aetna** in writing, and, your employer has discontinued the Plan with **Aetna**, **Aetna** will have the right to rely on the most recent beneficiary information that **Aetna** has on file at the time of claim and will be fully discharged of its duties as to any payment made.

If you have an individual policy that was issued to you under the conversion privilege, your rights under this section may be restored only if you give up your conversion policy and do not make a claim for benefits under the conversion policy. Any premium already paid for the conversion policy will be returned to your beneficiary, minus any dividends or outstanding loans, on surrender of this policy.

# Accelerated Death Benefit *(GR-9N 03-075 02-CT)*

The plan's Accelerated Death Benefit feature allows you to receive a partial life insurance benefit if you or your spouse have a qualifying event.

A "qualifying event" means:

1. a medically determinable condition suffered by the insured which can be expected to result in death in a relatively short period of time, such as **ADB months** and may include, but is not limited to, coronary artery disease, myocardial infarction, stroke, kidney failure or liver disease; or
2. a medical condition which would, in the absence of extensive or extraordinary medical treatment, result in death in a relatively short period of time, such as **ADB months**; or
3. a medically determinable condition suffered by the insured which has caused the insured to be confined for at least 6 months in the insured's place of residence or in an institution which provides necessary care or treatment of an **injury**, **illness** or loss of functional capacity rendered by a certified or licensed health care provider in a setting other than an acute care **hospital**, and it has been medically determined that such insured is expected to remain confined in such institution or place of residence until death.

**Important Reminder**
You cannot request an Accelerated Death Benefit payment if you have assigned your life insurance benefits, or the life insurance benefits of your spouse.

## The Amount of Accelerated Death Benefit

You can request up to the Accelerated Death Benefit percentage of the life insurance that is currently in effect for the person for whom you are making the request. The amount you request cannot be:

Less than the greater of:

- Your life insurance benefit amount; and
- The Accelerated Death Benefit minimum; or
- More than the Accelerated Death Benefit maximum.

You may request and receive an Accelerated Death Benefit under this plan only ***once*** on your own behalf, and only ***once*** on behalf of any spouse.

## Requesting an Accelerated Death Benefit *(GR-9N 03-080 02-CT)*

To request the Accelerated Death Benefit, you must complete and submit a request form to **Aetna**. The request form must include:

- A statement of the amount requested; and
- A **physician**'s statement verifying that you are **terminally ill**, and providing the following information:
  - All medical test results;
  - Laboratory reports; and
  - All supporting documentation and information on which the **physician**'s statement is based.

Submit the form to **Aetna**.

### Aetna May Refuse Your Accelerated Death Benefit Request:

**Aetna** may stop processing your Accelerated Death Benefit request or refuse your Accelerated Death Benefit request if:

- The group policy terminates coverage for your eligible class before **Aetna** approves your Accelerated Death Benefit request (even if all or part of your life insurance coverage continues for any reason);
- All of your, or your spouse's life insurance coverage terminates under the group policy for any reason before **Aetna** approves your Accelerated Death Benefit request; or
- You die before **Aetna** issues the Accelerated Death Benefit payment.

## Accelerated Death Benefit Payment *(GR-9N 03-085 02)*

If your request is approved, **Aetna** will pay you the Accelerated Death Benefit in a lump sum.

## Effect of an Accelerated Death Benefit Payment on:

### Your Life Insurance Benefit

The amount of life insurance covering you, your spouse will be reduced by the amount of the Accelerated Death Benefit payment.

### Life Conversion

An Accelerated Death Benefit payment affects the amount of life insurance you, your spouse is eligible to convert to an individual policy. The converted amount will be limited to the reduced amount of life insurance after the Accelerated Death Benefit payment.

Refer to the *Converting to an Individual Life Insurance Policy* section for more information about the conversion privilege.

### Extended Benefits Under the Permanent and Total Disability Feature (Life Insurance Premium Waiver)

You may apply for an Accelerated Death Benefit payment if you have qualified for an extension of your life insurance because of your permanent and total disability, as long as you have not previously requested and received an Accelerated Death Benefit payment. All of the terms of the Accelerated Death Benefit feature will apply to an Accelerated Death Benefit request you make while your life insurance is being extended under the terms of the permanent and total disability provision.

For more information about the permanent and total disability provision, refer to the *Permanent and Total Disability* section.

## Reductions in ADB Benefits Due to Age or Retirement

The plan's age and retirement reduction rules will be applied to an ADB payment. If your life insurance amount or the life insurance of your spouse would be reduced due to age or retirement in the ADB months following the date you request an ADB, the ADB payment will be adjusted accordingly. The ADB payment will be calculated by multiplying:

- The percentage of the life insurance amount that you requested; times
- The amount of life insurance that would remain in effect after any reduction due to age or retirement.

Please refer to *When Life Insurance Amounts Are Reduced* for information about the plan's age and retirement reduction rules.

## Claims of Creditors *(GR-9N 03-090 01)*

To the extent allowed by law:

- Your Accelerated Death Benefit payment is exempt from any legal or equitable process for your debts; and
- You are not required to request an Accelerated Death Benefit in order to satisfy claims of creditors.

### Tax Consequences

You may wish to carefully consider the tax consequences of requesting an Accelerated Death Benefit. Consult your counsel or tax advisor before proceeding with the request.

**Important Reminder**
While **Aetna** cannot offer you or your employer legal or tax advice, you should consult with your tax advisor before you request an Accelerated Death Benefit since the amount of the Accelerated Death Benefit you receive may be subject to income taxes upon receipt of the Accelerated Death Benefit payment.

## Dependent Life Insurance *(GR-9N 03-010 02-CT)*

Dependent life insurance pays a benefit to you if one of your covered dependents dies at any time or place. Aetna will pay the benefit per the *Payment of Benefits* section. If you are not living at the time the benefit is paid, the payment will be made to your executors or administrators. **Aetna** has the option to make this payment to your spouse.

The following dependents are ***not*** eligible for dependent life insurance:

- Full-time, active military personnel; and
- Children less than 14 days of age.

No person may be covered both as an employee and a dependent. No person may be covered as a dependent of more than one employee.

Refer to *Eligibility* for more information about dependent eligibility.

## Employee and Dependent Life Suicide Exclusion *(GR-9N-03-095 01)*

The plan will not pay a benefit if:

- you, or your dependent, die by suicide, while sane or insane, or from an intentionally self-inflicted **injury**, within two years from the effective date of your, or your dependent's coverage.

If your, or your dependent's, death occurs after two years of the effective date of your, or your dependent's coverage, but within two years of the date that any increase in coverage becomes effective, no death benefit will be payable for any such increased amount.

## Life Insurance Portability *(GR-9N 31-045 01)*

Life Insurance coverage for which you pay the total cost, may be continued if coverage under the group plan ends because;

- you stop employment;
- you are no longer in a class that is eligible for coverage; or
- your dependents lost coverage when they no longer qualify as a covered dependent.

### Eligibility Criteria

You or your dependent may elect to continue life insurance coverage under this provision if:

- The amount of your life insurance is at least $5,000;
- The amount of your spouse's life insurance is at least $1,000;
- The amount of your dependent child's Life Insurance, is at least $1,000;

You may elect to continue your dependent life insurance coverage under this provision only if you elect to continue

your own life insurance coverage.

You may not elect to continue any life insurance coverage under this provision if:

- you are older than age 98;
- your dependent spouse is older than age 98;
- your dependent child is less than 12 months to reach the age where he or she will not meet the plan's definition of a dependent child;
- you are ill or injured and away from work on the date your coverage stops under this plan;
- coverage under the group policy is canceled and replaced by like coverage under another policy;
- coverage under the group policy is canceled because your employer has gone out of business; and
- coverage has been converted to an individual life policy in accordance with the plan's conversion privilege.

The Life Insurance Conversion provision does not apply to any amount of your life insurance for which you elect coverage under this provision. It may be available for:

- any amount of your life insurance to which the terms of this provision do not apply;
- any amount of your life insurance to which the terms of this provision apply, but for which you do not elect coverage under this provision; or
- any amount of your life insurance in force under this provision that stops because of age.

## Electing Coverage

You must submit a written request within 31 days after your life insurance coverage under the group plan ends.

To do so you must:

- Obtain a portability request form from your employer and complete it.
- Submit the first premiums due with the completed request form to **Aetna**.

## Portability Effective Date

Life insurance coverage continued under this provision will become effective following the end of the 31 day election period if you have completed a portability request form and submitted the first premium.

Your effective date of coverage under the portability feature is called your portability date.

## Features of the Portable Life Insurance

All of the terms and conditions of the group life insurance will apply under the portability provision, except where noted.

| Maximum Amount | You | Dependent Spouse | Dependent Children |
|---|---|---|---|
| The maximum amount, will be the lesser of the amount of insurance when coverage ends and | $500,000 | $100,000 | $5,000 |

At time of application, you can elect a smaller amount of life insurance for yourself, as long as the amount is:

- Available under the group plan for your employment classification;
- More than the amount for your spouse or dependent child; and
- Permitted by any applicable law.

## Age Reductions

The amount of your or your spouse's life insurance in force reduces over time due to age. It will never decrease below $5,000. The following Age Reduction Chart illustrates the reduction(s).

| Effective Date | Reduction Amount |
|---|---|
| January first following age 65 | 35% of original amount or $5,000 |
| January first following age 70 | 60% of original amount or $5,000 |
| January first following age 75 | 75% of original amount or $5,000 |

When you continue your life insurance coverage under this provision and your or your spouse's age is 65 years or older, the life insurance benefit amount will be limited to the reduction amount shown in the above Chart.

The conversion privilege does not apply to any amount of life insurance for which you elect coverage under this provision. However, the conversion privilege may be available for:

- Any amount of life insurance to which the terms of this portability provision do not apply;
- Any amount of life insurance to which the terms of this portability provision apply, but for which you do not elect coverage under this provision;
- Any amount of life insurance in force under this provision that ceases because of age.

## Accidental Death Benefit

The plan will also pay an accidental death benefit if:

- You die before age 70 while your life insurance is in force under the portability provision; or
- Your spouse dies while his or her life insurance is in force under the portability provision.

The accidental death benefit is in addition to the life insurance benefit payable under the portability provision and is only payable if you have elected to be covered for the accidental death benefit.

Aetna must receive proof that death:

- Was a direct result of a bodily injury suffered in an accident; and
- Occurred within 365 days after the accident and while this plan was in force.

**Limits**

Not all events, which may be ruled as "accidental", are covered by this Plan. Refer to the *Exclusions that Apply to Accidental Death and Personal Loss Coverage* section of this Booklet-Certificate for a list of exclusions that apply to this provision.

## Permanent and Total Disability Feature (Life Insurance Premium Waiver)

The plan's permanent and total disability feature is available to you only. It applies only to disabilities that begin on or after your portability date, as described under *Portability Effective Date*.

The permanent and total disability feature is the same as the life plan's permanent and total disability feature. All terms and conditions set forth under the permanent and total disability feature under the life insurance plan continue to apply. Please refer to *Permanent and Total Disability* in the life plan section of this booklet-certificate.

## Accelerated Death Benefit

The accelerated death benefit provision, if included in the life plan, does not apply to life insurance in force under this portability provision.

## Premium and Billing Charges

Your premiums for fully contributory coverage under this provision will change on your portability date, and on each subsequent January 1.

Premiums for coverage under this provision will be paid directly to **Aetna**.

The premium rate will include a fee for the direct billing services **Aetna** provides. The fee for direct billing may change, but not more than once a year.

## Termination of Coverage

Your life insurance coverage under this provision will end on the first to occur of:

- 31 days following the date the required premium contribution for the coverage is due and not paid.
- The date of your death.
- The first anniversary of your Portability Effective Date following the date you reach age 99.

Life insurance coverage for your dependents will end:

- For your spouse, the first anniversary of his or her portability date following the date your spouse reaches age 99.
- For your dependent child, the first anniversary of his or her portability date following the date he or she reaches his or her eligibility age for portability coverage.
- The date either the spouse or child no longer qualifies as a defined dependent.
- The date of your death.

# Your Accidental Death and Personal Loss Coverage

*(GR-9N-04-005-01)*

Covered Losses

Accident Benefits Payable

Additional Benefits

Accidental Death and Personal Loss Coverage (ADPL) covers losses you or your covered dependents, suffer solely and as a direct result of an accidental bodily **injury** that occurs while covered by the plan. Benefits are payable to your beneficiary if you die, or to you if you suffer any other covered loss in an **accident**. All benefits relating to losses suffered by a covered dependent are payable to you.

The following dependents are not eligible:

- Those in full-time military service.
- Those age 65 or older.
- Children less than 14 days of age.

Refer to the *Schedule of Benefits* for additional information about your ADPL benefits.

## How the Plan Works *(GR-9N-04-005-01)*

### Covered Losses

The plan covers a loss you or your covered dependent, suffers solely and as a direct result of bodily **injury** that happens while you, or your covered dependent, are covered by the plan. The loss must be caused directly, and apart from any other cause by that bodily **injury** within 365 days after the **accident**.

Loss means:

- Loss of life.
- Loss of a hand by actual and permanent severance at or above the wrist joint.
- Loss of a foot by actual and permanent severance at or above the ankle joint.
- Complete and irrecoverable loss of sight in the eye.
- Total and permanent loss of speech or hearing in both ears.
- Loss of the thumb and index finger of the same hand by actual and permanent severance at or above the metacarpophalangeal joint of both fingers.

Loss of speech or hearing is considered permanent if it has lasted for 12 months in a row; unless the attending **physician** states otherwise.

#### Loss Due to Paralysis

The plan pays a benefit if you, or your covered dependent, are paralyzed solely and as a direct result of an accidental bodily **injury** that happens while covered by the plan. The paralysis must:

- Be caused directly and solely by the bodily **injury**;
- Be complete and irrecoverable; and
- Begin within 30 days of the **accident**.

The following forms of paralysis are covered by the plan:

- Quadriplegia: paralysis of both upper and lower limbs.
- Paraplegia: paralysis of both lower limbs.

- Hemiplegia: paralysis of the upper and lower limbs on one side of the body.
- Uniplegia: paralysis of one limb.

A limb means the entire arm or leg.

### Exposure
Loss of life caused by exposure to natural or chemical elements will be treated as accidental if the exposure was a direct result of an **accident**.

### Disappearance
The plan will pay an accidental death benefit if your, or your covered dependent's body is not found, and no contrary evidence about the circumstances of your disappearance arises, within one year of the accidental disappearance, sinking, or wrecking of a conveyance you, or your covered dependent, occupied.

## Accidental Death and Personal Loss Benefit Payable *(GR-9N-04-015-01)*
If you or your covered dependent, die or suffer a covered loss solely and as a direct result of a bodily **injury** within 365 days of the date of the **accident** causing the **injury**, the plan will pay a benefit. The benefit is expressed as a percentage of the principal sum. The principal sum is the full benefit payable by the plan. The following table defines payable for each type of loss.

| Covered Loss | Percentage of the Principal Sum Paid By the Plan |
|---|---|
| Loss of Life -including exposure and presumed disappearance | 100% |
| Loss of both feet, both hands, or the sight in both eyes | 100% |
| Loss of both speech and hearing in both ears | 100% |
| Loss of one hand, one foot or the sight in one eye | 50% |
| Loss of speech or hearing in both ears | 50% |
| Loss of thumb and index finger of the same hand | 25% |

### Paralysis
If you or your covered dependent, are paralyzed solely and as a direct result of a bodily **injury** and the paralysis begins within 30 days of the **injury**, the plan will pay a benefit. The benefit is expressed as a percentage of your principal sum, as shown in the following table:

| Covered Loss | Percentage of the Principal Sum Paid By the Plan |
|---|---|
| Quadriplegia | 100% |
| Paraplegia or hemiplegia | 50% |
| Uniplegia | 25% |

### Payment of Benefits
The plan will pay all the benefits, except for loss of life, to you. The benefit for the loss of life will be paid to the beneficiary you named. All benefits relating to losses suffered by a covered dependent are payable to you.

### Maximum Benefit
The plan will pay up to the principal sum for all losses (including paralysis and **coma**), that result from one **accident**, except as may be provided under *Additional Benefits Under the Accidental Death and Personal Loss Plan*.

### Coma Benefit *(GR-9N-04-010-01)*
The plan will pay a monthly benefit if you, or your covered dependent, suffer a bodily **injury** and are in a **coma** solely and as a direct result of an **accident**, if all of the following occur while covered by the plan:

- The bodily **injury** is caused by a covered **accident**; and
- You or your covered dependent become comatose within 30 days after the **accident**; and

- The **coma** is the direct result of your **accident**; and
- You or your covered dependent remain continually **comatose** for at least 30 days in a row.

Written proof that you are in a **coma** must be provided to **Aetna** within 60 days after the date you or your covered dependent become **comatose**.

**When Monthly Coma Benefits Start**
The first monthly benefit will be payable on the first day of the month following the date you or your covered dependent have been in a **coma** for at least 30 days.

**Monthly Coma Benefit**
The plan will pay a monthly benefit equal to:

- Your principal sum; minus
- Any other ADPL payment the plan makes or may make for injuries resulting from the same **accident**; times the **coma** benefit percentage.

**Important Note**
Your principal sum is the maximum payable for all the losses resulting from the same accident.

The monthly benefit is payable for 11 months. After you, or your covered dependent, have been continually **comatose** for 12 months, the plan will pay the remainder of the principal sum.

If the monthly payments are less than $20 each, the payments will be paid in one lump sum on the first day of the month following the date you, or your covered dependent, have been continually **comatose** for 12 months.

**Aetna** has the right to require proof that the **coma** continues. **Aetna** may, at its own expense, examine you or your covered dependent while **comatose**. **Aetna** will not request an exam or proof more than twice in a 12-month period.

If your covered dependent is **comatose**, your dependent's monthly benefit will be paid to you.

**When Coma Benefits End**
The monthly benefit is payable as long as the **coma** continues, until the earliest of the following occurs:

- You or your covered dependent are no longer in a **coma** because you or your covered dependent, have died or, recovered, or your, or your covered dependent's, condition has changed, as certified by a **physician**;
- **Aetna** requests an exam, and it is not performed, or the results are not given to **Aetna**;
- **Aetna** is not given proof that the **coma** continues; or
- The plan pays your principal sum in full.

**Additional Information**
The plan will not pay a **coma** benefit if:

- No named beneficiary survives you; or
- No named beneficiary has been named;
- No immediate family member to whom the benefit may be paid, at **Aetna's** discretion, survives you. Immediate family members include: your spouse, your children, your parents, and your brothers and sisters; and
- No guardian of the estate or conservator of the estate has been appointed.

| Covered Loss | Percentage of the Principal Sum Paid By the Plan |
|---|---|
| Coma | 5% of your principal sum per month payable for up to 11 months in a row |
| | 45% of your principal sum if still comatose in month 12 |

### Third Degree Burn Benefit *(GR-9N-04-110-01)*

The plan will pay a third degree burn benefit if:

- You or your covered dependent suffers third degree burns solely and as a direct result of an **accident** covered by this plan; and
- The **accident** occurs while you or your covered dependent is covered by the plan.

### Third Degree Burn Benefit Payable

The benefit payable is based on the principal sum and the extent of the burns.

| If the Third Degree Burn Covers: | the benefit payable is: |
|---|---|
| 75% or more of your body | 100% of your principal sum |
| 50%-74% of your body | 50% of your principal sum |

Proof of the nature and extent of the burns must be submitted to **Aetna**.

**Important Note**
The principal sum is the maximum payable for all losses occurring to one person as the result of the same **accident**.

If you or your covered dependent later dies as the result of the same **accident**, the ADPL Plan death benefit will be:

- Your or your covered dependent's principal sum, *minus*
- Any amount already paid by the plan for the same **accident**.

## Total Disability Death Benefit *(GR-9N 04-020 02-CT)*

The plan will pay a benefit equal to the principal sum if you become totally disabled solely and as a direct result of a bodily **injury**, and:

You remain continuously disabled from the date of the **accident** until your death; and

You die while you are covered by the plan.

**Important Note**
For purposes of this benefit provision, you are totally disabled if:

- You are not able to work at your own job;
- You are not able to work at any other job for pay or profit which you are suited to perform by reason of education, training or experience; and
- You are under age 60 at the time of the **accident**.

**Aetna** must be notified of your death within 12 months of the date of your death. The payment will be issued to your beneficiary. The amount of the payment will be reduced by any other ADPL payment the plan makes for the same **accident**.

## Additional Benefits Under the Accidental Death and Personal Loss Plan *(GR-9N 04-025 01)*

This section describes additional losses that may be covered by the ADPL plan if the losses are solely and as a direct result of an **accident**. You or your covered dependent must be covered by the plan at the time of the accident that causes the loss and the loss must occur within 365 days of the **accident**.

## Passenger Restraint and Airbag Benefit *(GR-9N 04-025 01)*

The plan will pay a **passenger restraint** benefit if:

- You or your covered dependent are the driver of, or a passenger in, **a motor vehicle**; and
- The **motor vehicle** is involved in an **accident**; and
- You or your covered dependent die as a direct result of the **motor vehicle accident**; and
- Death occurs within 365 days of the **accident**; and
- You or your covered dependent were properly using a **passenger restraint** at the time of the **accident**; and
- The driver of the car had a valid **motor vehicle** license at the time of the **accident**.

The plan will also pay an **airbag** benefit if:

- An **airbag** is activated as the result of the same **motor vehicle accident**; and
- The **airbag** system does not save the life of the person it was designed to protect;
- The plan will pay the **airbag** benefit only if you or your covered dependents are properly using a **passenger restraint** at the time of the **accident**.

### Benefit Payable

The benefit payable depends on whether you or your covered dependents were using a **passenger restraint** properly at the time of the **accident**, and whether the **airbag** deployed:

| **At the time of the accident, if you:** | **... and the Airbag:** | **... the plan will pay:** |
|---|---|---|
| Used the **passenger restraint** properly, | Deployed, | **Passenger restraint** benefit; and **Airbag** benefit. |
| Used the **passenger restraint** properly, | Did not deploy, | **Passenger restraint benefit**. |
| Did not use the **passenger restraint** properly, | Deployed, | No benefit. |
| Did not use the **passenger restraint** properly, | Did not deploy, | No benefit. |

**Aetna** must receive verification that:

- You were using the **passenger restraint** system at the time of the **accident**; and
- For the **airbag** benefit, the **airbag** system was activated by the **accident**;
- The verification must be part of the official **accident** report or certified, in writing, by the investigating officer(s).

Refer to the *Schedule of Benefits* for the benefit payable.

## Education Benefit *(GR-9N-04-030-01)*

The education benefit will help provide for your child's education and give your surviving spouse financial help for the cost of employment training if you die as the result of an **accident**.

The plan will pay an education benefit if:

- You or your covered dependent spouse die solely and as a direct result of an **accident**; and
- Your death, or the death of your spouse occurs within 365 days of the **accident**.

## Education Benefit for Your Dependent Children

### Eligible Dependent Children

Your dependent child must meet all the following requirements to be eligible for educational benefits:

- The child is your unmarried:
  - Biological child;
  - Adopted child;
  - Stepchild; or
  - Any other child you support that lives with you in a parent-child relationship;
- The child:
  - Is attending school (school means kindergarten through the 12th grade of high school), or
  - Is past the 12th grade, but under the age of 23; and
  - Is attending college or trade school on a full-time basis at the time of your or your covered spouse's death; or
  - Enrolls in college or trade school on a full-time basis within 365 days after the claim has been approved.

### Educational Benefit Payable

The benefit payable is expressed as a percentage of your principal sum if you die. If your covered spouse dies, the benefit is expressed as a percentage of your spouse's principal sum.

Refer to the *Schedule of Benefits* for the benefit payable.

**Important Note**
If both you and your spouse die because of the same **accident**, the plan will pay a single benefit, based on your principal sum.

The first payment will be made when:

- Your or your covered spouse's ADPL benefit is paid; and
- **Aetna** receives written proof that the dependent child is attending school as defined above.
- Subsequent education benefit payments will be made in annual installments, for up to three more years. The payment will be issued on the anniversary of the payment, as long as your dependent child remains in school as defined above.

**Aetna** will issue payment directly to a dependent child who has reached the age of majority. For a minor child or a child who, in **Aetna's** opinion, is legally unable to give a valid release for the payment of any life insurance benefit, **Aetna** will issue payment to:

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minor's Act; or
- The adult caretaker/legal guardian, as permitted under State law.

### When Education Benefits End for a Dependent Child

The plan will pay the benefits until the earliest of the following occurs:

- Four years from the date of your or your spouse's death;
- The date your child no longer qualifies as a dependent child; or
- 30 days from the date that **Aetna** requests satisfactory written proof that the child continues to qualify as a dependent child, and that proof is not given to **Aetna**.

## Education Benefit for Your Surviving Spouse

The plan will pay an educational benefit to your surviving spouse who, as the result of your death, enrolls in an employment training program to obtain or supplement an independent source of income.

The education benefit will be paid to your surviving spouse, regardless of who is named as beneficiary for your life insurance.

**Education Benefit Payable**
Refer to the *Schedule of Benefits* for the benefit payable.

The first payment will be made when:

- Your ADPL death is paid; and
- **Aetna** receives written proof within 365 days after the claim has been approved that your spouse is enrolled in an employment training program.

Subsequent education benefit payments will be made in annual installments, for up to three more years. The payment will be issued on the anniversary of the first payment, as long as your spouse remains enrolled in an employment training program.

**When Education Benefits End For Your Spouse**
The plan will pay benefits until the earliest of the following occurs:

- Four years from the date of your death; or
- 30 days from the date that **Aetna** requests satisfactory written proof that your spouse is enrolled in an employment training program, and that proof is not given to **Aetna**.

## Child Care Benefit *(GR-9N-04-035-01)*
The plan will pay child care benefit for each eligible dependent child if:

- You or your covered dependent spouse die solely and as a direct result of an **accident**; and
- Your death, or the death of your spouse occurs within 365 days of the **accident**.

### Eligible Dependents
Your dependent child must meet all of the following requirements to be eligible for child care benefits:

- The child is your:
  - Biological child;
  - Adopted child;
  - Stepchild; or
  - Any other child you support that lives with you in a parent-child relationship;
- The child is under the age of 13; and
- The child:
  - Is enrolled in a **legally licensed day care center** on the date of the **accident**; or
  - Is subsequently enrolled in a **legally licensed day care center** within 90 calendar days after the date the claim is approved.

### Child Care Benefit Payable
The benefit payable is expressed as a percentage of your principal sum if you die. If your covered spouse dies, the benefit is expressed as a percentage of your spouse's principal sum.

Refer to the *Schedule of Benefits* for the benefit payable.

**Important Note**
If both you and your spouse die because of the same **accident**, the plan will pay a single child care benefit, based on your principal sum.

The first payment will be made when your or your covered dependent spouse's ADPL benefit is paid. **Aetna** must receive written proof that the dependent child is enrolled in a **legally licensed child care center**.

Subsequent child care benefit payments will be made in annual installments, for up to three years. The payment will be issued on the anniversary of the first payment, as long as your dependent child remains enrolled in a **legally licensed child care center**.

**Aetna** will issue payment to:

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minors Act; or
- The adult caretaker/legal guardian, as permitted under state law.

### When Child Care Benefits End for a Dependent Child

The plan will continue to pay benefits until the earliest of the following occurs:

- Four years from the date of your or your spouse's death;
- The date your child no longer qualifies as a dependent child; or
- 30 days from the date that **Aetna** requests satisfactory written proof that the child continues to qualify as a dependent child, and that proof is not given to **Aetna**.

## Repatriation of Remains *(GR-9N 04-040 01)*

The plan pays a benefit for the preparation and transportation of your body or the body of your covered dependent to a mortuary if you or your dependent dies more than 200 miles from your principal place of residence.

The repatriation of remains benefit is payable if:

- You or your covered dependent dies solely and as a direct result of an **accident** covered by this plan; and
- Your death or the death of your covered dependent occurs within 365 days of the **accident**.
- The accident occurs outside a 200 mile radius from your or your covered dependent's principal place of residence; and
- An ADPL death benefit is payable.

Refer to the *Schedule of Benefits* for the benefit payable.

# Exclusions That Apply to Accidental Death and Personal Loss *(GR-9N 28-005 02-CT)*

Not all events which may be ruled accidental are covered by this plan. No benefits are payable for a loss caused or contributed to by:

- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo.)
- Bodily or mental infirmity.
- Commission of or attempting to commit a criminal act.
- Illness, ptomaine or bacterial infection.*
- Inhalation of poisonous gases.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- Intentionally self-inflicted **injury**.
- Medical or surgical treatment*.
- 3rd degree burns resulting from sunburn.
- Use of alcohol.
- The voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Act of 1970, as amended, except as prescribed by a **physician**.

- Use of alcohol while operating any form of a **motor vehicle** whether or not registered for land, air or water use. A **motor vehicle accident** will be deemed to be caused by the use of alcohol if it is determined that at the time of the **accident** you or your covered dependent were:
  - Operating the **motor vehicle** while under the influence of alcohol is a level which meets or exceeds the level at which intoxication would be presumed under the laws of the state where the **accident** occurred. If the **accident** occurs outside of the United States, intoxication will be presumed if the person's blood alcohol level meets or exceeds .08 grams per deciliter.
  - Operating the **motor vehicle** while under the influence of an over the counter medication taken in an amount above the dosage instructions.
- Suicide or attempted suicide (while sane or insane).
- War or any act of war (declared or not declared).

*These do not apply if the loss is caused by:

- An infection which results directly from the **injury**.
- Surgery needed because of the **injury**.

The **injury** must not be one which is excluded by the terms of this section.

# Changes to Your Coverage Amounts *(GR-9N-03-015-03)*

The amount of your life insurance benefit and accidental death and personal loss principal sum depends on a variety of factors, including your earnings, employment status, and employee class. Your benefit level may change as the result of a change in one or more of these factors.

## Changes in Contributory Coverage

A change in your rate of earnings, employment status or employee class may change the amount of your life insurance or accidental death and personal loss coverage. A reduction in your coverage will be effective on:

- The date you request a change in your life insurance and accidental death and personal loss coverage; or
- The date your earnings, status or class changes for all other coverage.

An increase in your insurance coverage will be effective on the date your earnings, status or classification changes. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance or accidental death and personal loss coverage. You must make this request within 31 days of the date the change would have become effective.

**Important Reminder**
If you refuse an increase in life insurance or accidental death and personal loss coverage, future changes in your earnings, status or class will not increase your coverage, unless **Aetna** gives written consent.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date **Aetna** receives notice of the change, or as otherwise agreed upon between **Aetna** and your employer.

The rules described above do not apply to reductions due to age or retirement. For more information, please refer to *When Life and Accidental Death and Personal Loss Insurance Amounts Are Reduced* sections.

### Changes in Benefit Level

If a change in benefit level increases or decreases your insurance coverage, your new coverage amounts will be effective on the date of the change. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance or accidental death and personal loss coverage. You must make this request within 31 days of the date the change would have become effective.

**Important Reminder**
If you later decide to elect the increase (or any future increase) in life insurance or accidental death and personal loss, the change will be effective on the date **Aetna** gives written consent.

### Changing Your Elections

You must provide **Aetna** with evidence of good health if:

- You did not enroll for supplemental life insurance when you first became eligible, and now want to enroll; or
- You would like to increase the amount of your supplemental life insurance, except as described in the Evidence Requirements section of your *Schedule of Benefits*.

Your enrollment or increase in supplemental life insurance will be effective on the date **Aetna** approves your evidence of good health.

**Important Reminder**
**Aetna** may require you to undergo a health exam at your own expense to verify your good health.

## Changes in Non-Contributory Coverage *(GR-9N 03-020 03)*

An increase or decrease in the amount of your coverage as the result of a change in your rate of earnings, employment status, employee class, or benefit level will become effective on the date the change occurs as long as you are actively at work. If you are not actively at work on the date of the change, any increase will be postponed until you return to active work for one full day.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date **Aetna** receives notice of the change, or as otherwise agreed upon between **Aetna** and your employer.

These rules do not apply to reductions in your coverage due to age or retirement. For more information, please refer to *When Life and Accidental Death and Personal Loss Insurance Amounts Are Reduced* section.

## Changes in Dependent's Coverage *(GR-9N 03-020 03)*

An increase or decrease in the amount of coverage for your dependent, as the result of a change in the dependent's age, status or benefit level, will become effective on the date the age, status or benefit level change occurs. If you are not actively at work on the date of the change, the increase in your dependent's coverage will be postponed until you return to active work for one full day.

# When Life and Accidental Death and Personal Loss Insurance Coverage Amounts are Reduced *(GR-9N 03-025 01)*

## Age Reduction Rules

Life insurance and accidental death and personal loss coverage amounts will be reduced at age 65 then continue to reduce according to the schedule below.

| If You Are Age: | Your Insurance Amounts Will Be: |
|---|---|
| 70 | 65% of your life and accidental death and personal loss coverage amount |
| 75 | 50% of your life and accidental death and personal loss coverage amount |

Reductions are based on the amount of life insurance and accidental death and personal loss principal sum coverage amounts in force on the day prior to the first day of the month in which you attain age 70.

The reduction will take effect on the first day of the calendar month in which you attain the limiting age.

If you become eligible for coverage after you reach age 70, your amount of life insurance and accidental death and personal loss coverage will be figured by multiplying:

- The amount of insurance you would have been eligible for prior to age 70; times
- The applicable percentage, based on your current age, as shown in the above schedule.

## When You Retire

Life insurance and accidental death and personal loss coverage ends when you retire.

## If You Are Permanently and Totally Disabled

If you qualify for extended life insurance because of a permanent and total disability (see *Permanent and Total Disability Benefit*), the plan's age and retirement reduction rules may not apply to you while you are under age 65. At age 65, the plan's age reduction rule will apply, and the amount of your life insurance will be reduced as described above. Accidental death and personal loss coverage ends on the date you are eligible for extended life insurance.

After you cease active work with your employer due to **illness** or **injury**, you must ensure that **Aetna** and your employer have current beneficiary information on file. If current beneficiary information is not sent to **Aetna** in writing, and, the Policyholder has discontinued this Plan with **Aetna**, **Aetna** will have the right to rely on the most recent beneficiary information that **Aetna** or your employer has on file at the time of claim and will be fully discharged of its duties as to any payment made, if the payment is made before **Aetna** receives notification of a change in beneficiary.

# When Coverage Ends *(GR-9N-30-015-04)*

Coverage under your plan can end for a variety of reasons. In this section, you will find details on how and why coverage ends, and how you may still be able to continue coverage.

## When Coverage Ends For Employees *(GR-9N 30-005 02-CT)*

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;

- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer; or
- Your employment stops for any reason, including job elimination or being placed on severance. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work. However, if premium payments are made on your behalf, Aetna may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
  - If you are not **actively at work** due to **illness or injury**, your coverage may continue until stopped by your employer, but not beyond 12 months from the start of the absence.
  - If you are not **actively at work** due to temporary lay-off or leave of absence, your coverage may continue until stopped by your employer. Your coverage will not continue beyond the end of the policy month after the policy month in which your absence started. A "policy month" is defined in the group policy on file with your employer.
  - If you are eligible as a permanently and totally disabled employee, your coverage may be deemed to continue for Life Insurance while you remain eligible.

It is your employer's responsibility to let **Aetna** know when your employment ends. The limits above may be extended only if **Aetna** and your employer agree, in writing, to extend them. Upon cancellation or discontinuance of coverage under the Policy, the employer shall furnish each employee notice of such cancellation or discontinuation not less than 15 days preceding the effective date of the cancellation or discontinuance.

### When Coverage Ends for Dependents *(GR-9N-30-015-02)*

Coverage for your dependents will end if:

- You are no longer eligible for dependents' coverage;
- You do not make your contribution for the cost of dependents' coverage;
- Your own coverage ends for any of the reasons listed under *When Coverage Ends* for Employees;
- Your dependent is no longer eligible for coverage. Coverage ends at the end of the calendar month when your dependent does not meet the plan's definition of a dependent.
- As permitted under applicable federal and state law, your dependent becomes eligible for like benefits under this or any other group plan offered by your employer as an employee.
- Your life insurance is being extended under this Plan as a permanently and totally disabled employee.

Coverage for dependents may continue for a period after your death. Coverage for handicapped dependents may continue after they reach any limiting age. See *Continuation of Coverage* for more information.

# Continuation of Coverage *(GR-9N-31-015-05 CT)*

### Handicapped Dependent Children *(GR-9N 31-010-04)*

Coverage for your fully handicapped dependent child is allowed past the maximum age for a dependent child. However, such coverage may not be continued if the child has been issued an individual Life Insurance Conversion Policy.

Your child is fully handicapped if:

- he or she is not able to earn his or her own living because of mental retardation or a physical handicap; and
- he or she depends chiefly on you for financial support and maintenance.

Coverage will cease on the first to occur of:

- Cessation of the handicap; or
- Termination of dependent coverage as to your child for any reason other than reaching the maximum age under your plan.

**Important Note**:
Your dependent may be eligible to convert to an Individual Life Insurance Policy when the coverage ceases. Please refer to the *Converting to an Individual Life Insurance Policy* provision for more information.

# Converting to an Individual Life Insurance Policy *(GR-9N 31-030 01)*

## Eligibility

You may be eligible to apply for an individual life insurance policy, called a conversion policy, if the group plan coverage for you or your dependents ends because:

- Your employment was terminated;
- You are no longer in an eligible class; or
- Your coverage amount has been reduced because of the group policy age, pension or retirement reductions.

You may also convert your covered dependents life insurance to an individual policy, if:

- You are no longer in an eligible class that is eligible for dependent coverage; or
- Your dependent no longer qualifies as a covered dependent due to age.

Your dependents may convert their coverage as an individual policy if their coverage ends because:

- Your marriage ends in divorce or annulment; or
- You die.

In these circumstances, an application for conversion can be completed and submitted to **Aetna** without providing proof of good health.

When life insurance ends because that part of the group contract ends or because that part of the group contract discontinues as to your employee class, and your life insurance has been in force under the group contract for at least 5 years in a row, the amount in force less the amount of any group life insurance for which the person becomes eligible within 31 days of the date coverage ended may be converted to an individual policy. The maximum amount that can be converted by each person is $10,000.

## Features of the Conversion Policy

The amount of coverage in the conversion policy will be determined at the time of application. The policy will take into consideration:

- Your age or the age of your dependents,
- The group plan's policy value in force in the prior 5 year period and the current entitlement under the group plan,
- Aetna's available products at the time of application.

The converted policy may be any kind of individual policy then customarily being issued for the amount being converted and for your age (nearest birthday) on the date it will be issued. The provisions of the conversion policy may not be the same as the provisions of the group plan. The conversion policy may not be a term policy, may not include disability or other supplementary benefits, it may contain exclusions, or may have exclusions that are different from those in the group policy. Once your individual policy becomes effective it will replace the benefits and privileges of your former group plan.

## Your Premiums and Payments

Aetna will set the premium cost for the converted policy at the customary rates in effect at the time the policy is issued. You will be responsible for making premium payments on a timely basis.

## Electing Conversion

You or your dependents will need to apply for an individual policy within 31 days after your group life insurance coverage ends or is reduced.

Your employer will provide you or your dependents with a copy of the application for conversion of term life insurance, which features detailed instructions.

Submit your completed application along with the first premium payment to Aetna within 31 days after your insurance ends for the reasons stated above.

## When An Individual Policy Becomes Effective

Your individual policy will become effective after Aetna has processed your completed application and premium payment. The individual policy will become effective at the end of the 31 day period described in the *Electing Conversion* section.

## Impact of Death during Conversion Application Timeframe

If you or your dependent die during the 31-day conversion period and before the individual policy becomes effective, benefits to your beneficiary will be paid through your group plan. The amount payable is limited to the maximum amount that would have been converted to your individual policy. This limit will apply even if **Aetna** has not received a conversion application or the first premium payment for the individual policy.

## If You Are Totally Disabled

You may be entitled to certain rights or benefits under the life insurance portion of this plan if you are or become permanently and totally disabled.

If you exercise your conversion privilege, and it is later determined that you are eligible for life insurance under this plan because you were permanently and totally disabled at the time your Life Insurance ended, please follow the guideline in the description of the disability provision in the *Life Insurance Plan* section.

# General Provisions *(GR-9N-32-005-02-CT)*

## Legal Action *(GR-9N-32-005-03-CT)*

The following information does not apply to Life Insurance.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

**Aetna** will not try to reduce or deny a benefit payment on the grounds that a condition existed before your coverage went into effect, if the loss occurs more than 2 years from the date coverage commenced. This will not apply to conditions excluded from coverage on the date of the loss.

## Confidentiality

Information contained in your medical records and information received from any provider incident to the provider patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by **Aetna** when necessary for the operation of the plan and administration of this Booklet-Certificate, or other activities, as permitted by applicable law. You can obtain a copy of **Aetna's** Notice of Information Practices at www.aetna.com.

## Entire Contract - Changes

This Booklet-Certificate, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

## Additional Provisions *(GR-9N 32-005-05-NE)*

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under this plan because you are connected with more than one Policyholder.
- In the event of a misstatement of any fact affecting your coverage under this plan, the true facts will be used to determine the coverage in force.
- This document describes the main features of this plan. Additional provisions are described elsewhere in the *group* contract. If you have any questions about the terms of this plan or about the proper payment of benefits, contact your Policyholder or **Aetna**.
- Your Policyholder hopes to continue this plan indefinitely but, as with all group plans, this plan may be changed or discontinued with respect to your coverage.

## Assignments *(GR-9N-32-005-03-CT)*

An assignment is the transfer of your rights under the group policy to a person you name. **Aetna** and your Policyholder must give written consent to the assignment.

To request assignment of your Life Insurance and Accidental Death and Personal Loss coverage you must complete an assignment form. Forms are available from your Policyholder. Send the completed form to **Aetna** for consent. You may wish to contact legal counsel prior to assigning your Life Insurance and Accidental Death and Personal Loss coverage rights. Neither your Policyholder nor **Aetna** guarantees or assumes any obligation concerning the sufficiency or validity of any assignment for purposes of your tax or estate planning.

# Claims of Creditors

Life Insurance and Accidental Death and Personal Loss coverage benefit payments are exempt from legal or equitable process for your debts, where permitted by law. The exemption applies to the debts of your beneficiary, too.

# Misstatements *(GR-9N-32-005-03-CT)*

If any fact as to the Policyholder or you is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or you shall be deemed representations and not warranties. No written statement made by you shall be used by **Aetna** in a contest unless a copy of the statement is or has been furnished to you or your beneficiary, or the person making the claim.

**Aetna's** failure to implement or insist upon compliance with any provision of this policy at any given time or times, shall not constitute a waiver of **Aetna's** right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

# Incontestability *(GR-9N-32-005-03-CT)*

During the first two years that your insurance is in force, any statement that you have made may be used by **Aetna** in contesting the validity of that coverage. This also applies to any increase in your coverage for the two years that follow the effective date of that increase, if Evidence of Good Health was required in order for the increase to take effect.

Once coverage (including any increases in coverage) has been continuously in effect for two years, the validity of your insurance (or increase in coverage) under this plan shall not be contested by **Aetna** unless your statement was in writing on a form signed by you and was fraudulently made in order to obtain that coverage or increase.

**Aetna** may also contest the validity of your insurance at any time under this plan for non-payment of premiums when due.

# Reporting of Claims *(GR-9N-32-020-01)*

You are required to submit a claim to **Aetna** in writing. Claim forms may be obtained from **Aetna**.

Your claim must give proof of the nature and extent of the loss. You must furnish true and correct information as **Aetna** may reasonably request.

## Reporting of Accidental Death & Personal Loss Claims

In addition to the above, a claim must be submitted to **Aetna** in writing within 90 days after the date of the loss for Accidental Death & Personal Loss Coverage. All claims must give proof of the nature and extent of the loss. Your employer has claim forms.

## Reporting of Life Insurance Claims

In addition to the above, a claim must be submitted to **Aetna** in writing.

If, through no fault of your own, you are not able to meet the deadline for filing claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims for Accidental Death and Personal Loss Coverages will not be covered if they are filed more than 2 years after the deadline.

## Payment of Benefits *(GR-9N-32-025-02-CT)*

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits.

Any death benefit payable under the Life Insurance and Accidental Death and Personal Loss Plan for the loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum.

If your beneficiary is a minor or, in **Aetna's** opinion, legally unable to give a valid release for payment of any life insurance benefit or accidental death and personal loss coverage, the benefit will be payable to the guardian of the estate of the minor, or to the custodian under the Uniforms Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Any unpaid balance will be paid within 30 days of receipt by **Aetna** of the due written proof. This paragraph does not apply to Life Insurance.

**Aetna** may pay up to $1,000 of any other benefit to any of your relatives whom it believes are fairly entitled to it. This can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be done if a benefit is payable to your estate. This paragraph does not apply to Life Insurance.

## Contacting Aetna *(GR-9N 32-005-05-NE)*

If you have questions, comments or concerns about your benefits or coverage, or if you are required to submit information to **Aetna**, you may contact **Aetna**'s Home Office at:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

You may visit **Aetna's** web site at www.aetna.com.

## Effect of Prior Coverage - Transferred Business *(GR-9N-32-040-02-CT)*

If your coverage under any part of this plan replaces any prior coverage for you, the rules below apply to that part.

"Prior coverage" is any plan of group coverage that has been replaced by coverage under part or all of this plan; it must have been sponsored by your employer (e.g., transferred business). The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this plan.

Your Life Insurance or Accidental Death and Personal Loss coverage under this plan replaces and supersedes any prior Life insurance or Accidental Death and Personal Loss coverage. It will be in exchange for everything as to the prior Life Insurance or Accidental Death and Personal Loss coverage. If you or your beneficiary becomes entitled to claim under the prior Life Insurance or Accidental Death and Personal Loss coverage, your Life Insurance or Accidental Death and Personal Loss coverage under this plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance or Accidental Death and Personal Loss coverage under this plan will be returned to your employer.

The beneficiary you named under a prior **Aetna** Life Insurance or Accidental Death and Personal Loss coverage plan will apply to this plan. This can be changed according to the terms of this plan.

Any Age Reduction Rule or Retirement Rule of this policy will apply to you if:

- The Rules do not provide a greater amount of Life Insurance or Accidental Death and Personal Loss coverage than your amount under the prior coverage; or
- Your Life Insurance or Accidental Death and Personal Loss coverage had not been reduced under the prior coverage due to age or retirement.

If you do not return to active work within 12 months from the date Life Insurance goes into effect, Life Insurance will cease at the end of such 12 month period. This will happen unless **Aetna** determines you are eligible for extended insurance as a permanently and totally disabled employee under the terms of any Permanent and Total Disability Benefit of this policy.

This provision shall terminate if:

- Your Life Insurance terminates; or
- You meet the Active Work Rule.

If you stay insured or again become eligible, this policy shall apply to you as though this provision were not included.

# Glossary

*(GR-9N 34-005 01)*

In this section, you will find definitions for the words and phrases that appear in **bold type** throughout the text of this Booklet-Certificate.

## A *(GR-9N-34-005-05 CT)*

### Accident *(GR-9N-34-005-02)*

This means a sudden external trauma that is; unexpected; and unforeseen; and is an identifiable **occurrence** or event producing, at the time, objective symptoms of an external bodily **injury**. The **accident** must occur while the person is covered under this Policy. The **occurrence** or event must be definite as to time and place. It must not be due to, or contributed by, an **illness** or disease of any kind including a reaction to a condition that manifests within the human body or a reaction to a drug or medication regardless of the reason you have consumed the drug or medication.

### Active at Work; Actively at Work; Active Work *(GR-9N-34-005-02)*

You will be considered to be active at work, actively at work or performing active work on any of your employer's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the number of hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

- any day which is not one of your employer's scheduled work days if you were actively at work on the preceding scheduled work day; or
- a normal vacation day.

### Aetna

**Aetna** Life Insurance Company, an affiliate, or a third party vendor under contract with **Aetna**.

### Airbag

An **airbag** is:

- An unaltered **airbag** installed by the manufacturer of the **motor vehicle**; or
- An **airbag**:
  - Provided by the manufacturer of the **motor vehicle**; and
  - Installed by an authorized **motor vehicle** dealer.

## C *(GR-9N 34-015 02)*

### Coma or Comatose

A profound state of unconsciousness from which you or your covered dependent cannot be aroused to consciousness, even by powerful stimulation, as certified by a **physician**.

## H *(GR-9N 34-040 02)*

### Hospital

An institution that:

- Is primarily engaged in providing, on its premises, inpatient medical, surgical and diagnostic services;
- Is supervised by a staff of **physicians**;
- Provides twenty-four (24) hour-a-day R.N. service,
- Charges patients for its services;

- Is operating in accordance with the laws of the jurisdiction in which it is located; and
- Does not meet all of the requirements above, but does meet the requirements of the jurisdiction in which it operates for licensing as a **hospital** and is accredited as a **hospital** by the Joint Commission on the Accreditation of Healthcare Organizations.

***In no event*** does **hospital** include a convalescent nursing home or any institution or part of one which is used principally as a convalescent facility, rest facility, nursing facility, facility for the aged, extended care facility, intermediate care facility, **skilled nursing facility**, hospice, rehabilitative **hospital** or facility primarily for rehabilitative or custodial services.

## Hospitalization
A continuous confinement as an inpatient in a **hospital** for which a room and board charge is made.

# I *(GR-9N 34-045 02)*

## Illness
A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to the findings set the condition apart as an abnormal entity differing from other normal or pathological body states.

## Injury (GR-9N 34-045 02)
An accidental bodily **injury** that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person.

The act or event must be definite as to time and place. An **injury** is not the direct result of **illness**.

# L *(GR-9N 34-055 01)*

## Legally Licensed Child Care Center
A facility that provides child care. This facility is:

- licensed;
- certified, or
- accredited

by the jurisdiction where it is located; and

- A facility that operates according to the laws and regulations of the jurisdiction.

# M *(GR-9N-34-065-03 CT)*

## Motor Vehicle
This is a vehicle or vessel that is powered by any form of a motor, whether or not registered for land, air or water use and it is:
- A passenger land or water vehicle of pleasure design which includes autos, vans, trucks, three or four-wheel all terrain vehicles (ATV), motorcycles, motor scooters, four wheel drive vehicles, snowmobiles, and self-propelled motor homes; or
- A vehicle of commercial use or design which includes, but is not limited to a cab, limousine, tractor trailer or box truck, a bus or lawn tractor; or

- Any form of motorized equipment designed for use in construction or demolition which includes, but is not limited to a bulldozer, crane, front-loader, backhoe, steam roller or paver; or
- A vehicle designed for water use which includes, but is not limited to a boat, ship, jet-ski or personal water craft of any design, including sail-boats or other wind powered water craft; or
- A vehicle designed for air use which includes, but is not limited to a plane (including a glider), jet, an ultra-light aircraft or helicopter; or
- A vehicle used for any form of racing or any other type of competitive event; or
- A vehicle designed for use in farming.

For purposes of the **passenger restraint** and **airbag** benefit only, the following will not be considered to be a **motor vehicle**:

- Any **motor vehicle** which has been altered and no longer meets the licensing and registration requirements of the State where the accident occurred;
- A motorcycle, motor scooter moped or any other form of self-propelled two wheel vehicle;
- A snowmobile;
- A boat, jet-ski or personal water craft;
- A plane, helicopter or ultra-light aircraft;
- An "ATV" all terrain vehicle;
- A military vehicle;
- A vehicle used for farming;
- A subway or train;
- A vehicle used for any form of racing or any other type of competitive event.

# P *(GR-9N-34-80-09)*

## Passenger Restraint

This is a restraint that is:

- An unaltered seat belt or lap and shoulder restraint installed by the manufacturer of the **motor vehicle**; or
- A seat belt or lap and shoulder restraint:
  - Provided by the manufacturer of the **motor vehicle**; and
  - Installed by an authorized **motor vehicle** dealer; and
- Any child restraint device that is properly secured in the **motor vehicle** and meets the definition of the law of the state in which the **motor vehicle** is licensed and registered.

## Physician

A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services which are within the scope of his or her license or certificate;
- Under applicable insurance law is considered a "**physician**" for purposes of this coverage;
- Has the medical training and clinical expertise suitable to treat your condition;

- Specializes in psychiatry, if your **illness** or **injury** is caused, to any extent, by a **mental or nervous condition**; and
- A **physician** is not you or related to you.

# S *(GR-9N 34-95-10)*

## Skilled Nursing Facility

An institution that meets all of the following requirements:

- It is licensed to provide, and does provide, the following on an inpatient basis for persons convalescing from **illness** or **injury**:
  - Professional nursing care by an R.N., or by a L.P.N. directed by a full-time R.N.; and
  - Physical restoration services to help patients to meet a goal of self-care in daily living activities.
- Provides 24 hour a day nursing care by licensed nurses directed by a full-time R.N.
- Is supervised full-time by a **physician** or an R.N.
- Keeps a complete medical record on each patient.
- Has a utilization review plan.
- Is not mainly a place for rest, for the aged, for drug addicts, for alcoholics, for mental retardates, for custodial or educational care, or for care of mental disorders.
- Charges patients for its services.
- An institution or a distinct part of an institution that meets all of the following requirements:
  - It is licensed or approved under state or local law.
  - Is primarily engaged in providing skilled nursing care and related services for residents who require medical or nursing care, or rehabilitation services for the rehabilitation of injured, disabled, or sick persons.
- Qualifies as a **skilled nursing facility** under Medicare or as an institution accredited by:
  - The Joint Commission on Accreditation of Health Care Organizations;
  - The Bureau of **Hospitals** of the American Osteopathic Association; or
  - The Commission on the Accreditation of Rehabilitative Facilities

**Skilled nursing facilities** also include rehabilitation **hospitals** (all levels of care, e.g. acute) and portions of a **hospital** designated for skilled or rehabilitation services.

**Skilled nursing facility** does not include:

- Institutions which provide only:
  - Minimal care;
  - Custodial care services;
  - Ambulatory; or
  - Part-time care services.
- Institutions which primarily provide for the care and treatment of alcoholism, substance abuse or mental disorders.

# T *(GR-9N 34-100-06)*

## Terminal Illness

**Terminal Illness** means a medical prognosis of 24 months to live.

## Third Degree Burns

A full thickness burn, which is the most severe of the three burns extending near to the bone.

## Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Some of the ways in which personal information is used include claim payment; utilization review and management; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.

## Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, your Employer may allow you to continue coverage for which you are covered under the group contract on the day before the approved FMLA leave starts. This includes coverage for your eligible dependents.

At the time you request FMLA leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If any coverage your Employer allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If the group contract provides continuation of coverage (for example, upon termination of employment), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

If any coverage being continued terminates because your Employer determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.