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# Your Group Coverage Plan

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This Plan is underwritten by the Aetna Life Insurance Company, of Hartford, Connecticut (called Aetna). The benefits and main points of the group contract for persons covered under this Plan are set forth in this Booklet. They are effective only while you are covered under the group contract.

If you become covered, this Booklet will become your Certificate of Coverage. It replaces and supersedes all Certificates issued to you by Aetna under the group contract.



President

Group Policy: GP-724622

Cert. Base: 1

Issue Date: December 15, 2005

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This is an electronic version of the Booklet on file with your Employer and Aetna Life Insurance Company, Hartford, CT. In case of a discrepancy between this electronic version and the group insurance contract issued by Aetna Life Insurance Company, or in case of any legal action, the terms set forth by such group insurance contract will prevail. To obtain a printed copy of this Booklet, please contact your Employer."

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# Life Insurance

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This Plan will pay as a Life Insurance benefit the amount of Life Insurance in force for you if you die from any cause while insured. You name your beneficiary. You may change your choice at any time.

## **A Permanent and Total Disability Feature (Applicable to Active Employees)**

If you become permanently and totally disabled, your insurance may be extended. You will not have to make any further contribution. No premium payments will be required from your Employer.

You are permanently and totally disabled only if disease or injury stops you from working at:

- your own job; or
- any other job for pay or profit;

and it must continue to stop you from working at any reasonable job.

A "reasonable job" is any job for pay or profit which you are, or may reasonably become, fitted for by education, training, or experience.

You must meet all of the following to be eligible:

- Your Life Insurance must be in force when you become permanently and totally disabled.
- You must be under age 60 when you are first permanently and totally disabled.
- Your permanent and total disability must have lasted for at least 9 months.
- You must furnish all proof when requested. Aetna has the right to examine you, at its expense, before approving the proof.

Aetna must receive written notice of claim for this extension at its Home Office within 12 months after you stop active work. Proof of the permanent and total disability must be received no later than 12 months after premium payments stop.

This extended insurance will be the amount you were insured for on the date your total disability began.

This extension period will cease on the first to occur of:

- The date Aetna sends you a request at your last address shown on Aetna's records:

For an exam, if you do not go for the exam within 31 days of that date.

For proof that you are still permanently and totally disabled, if proof is not given within 31 days of that date.

- The date you are well enough to work in any reasonable job.
- The date you start to work in any job for pay or profit.
- The date you reach age 65.

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

When the extension period stops, you may be eligible to convert to an individual life insurance policy, as described in the "Conversion Privilege" section, as if your employment had ceased. However, if you become eligible for life insurance under any group policy within 31 days after the end of the extension period, the privilege is not allowed.

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## Extended Death Benefit

If Aetna received proof, at its Home Office, that all of the following apply, it will pay your beneficiary the amount of Life Insurance which may be extended under the permanent and total disability provision:

- Premium payments for your Life Insurance cease while you are totally disabled by disease or injury which stops you from working in any reasonable job.
- You die during the uninterrupted continuance of the total disability.
- Death occurs no later than 12 months after premium payments from your Employer cease.
- You would have qualified for extended insurance except that:

your total disability had not lasted at least 9 months; or

the required proof has not yet been received or approved by Aetna.

Written notice of your death must be given to Aetna at its Home Office within 12 months of your death. If it is not given, Aetna will not have 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.

If any individual policy has been issued to you under the Conversion Privilege, your rights under this section may be restored. In order to restore those rights, you must give up all such policies without claim, except for the return of the premiums you paid.

## Accelerated Death Benefit (Limited Life Expectancy Benefit) (Applicable to Active Employees)

**The amount of your Life Insurance will be reduced by any Accelerated Death Benefit paid on your behalf.**

If, while covered under this Plan for Life Insurance you are diagnosed as having a terminal condition; you may request that Aetna pay an Accelerated Death Benefit (herein called ADB). Upon Aetna's approval of any such request, Aetna will pay to you the amount of ADB; subject to all of the following terms.

A person has a terminal condition if the person:

- suffers from an incurable, progressive and medically recognized disease or condition including a condition caused by or resulting from injury; and
- to a reasonable medical probability and based on a generally accepted prognostic protocol, will not survive more than the ADB Months ([See Summary of Coverage for details](#)) beyond the date of the request for an ADB.

**Aetna cannot provide legal or tax advice to you or your Employer. You should therefore consult your counsel or tax advisor before you request an ADB.**

You may request an ADB at any time by completing an Aetna Request For Accelerated Death Benefit Form and submitting it to Aetna. The request must include the statement of a currently licensed United States physician that you have a terminal condition.

The physician's statement must include:

- all medical test results;
- laboratory reports; and
- any other information on which the statement is based, including the generally accepted prognostic protocol used by the physician to determine your expected remaining life span.

Your request for an ADB must state the amount of the benefit requested. You may request as an ADB up to the ADB Percentage of the amount of Life Insurance then in force for you; but in no event may the requested amount of ADB be more than the ADB Maximum ([see Summary of Coverage for details](#)).

You may receive an ADB under this Plan only once.

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If, by assignment or otherwise, someone other than you is the owner of your Life Insurance Coverage, an ADB will not be available under this Plan for you.

If during the ADB Months following the date of your request for an ADB the amount of your Life Insurance would reduce due to the attainment of a specified age or retirement, the ADB amount will be calculated by multiplying the percentage that you have requested by the amount of Life Insurance that would remain in effect after any reduction.

When your request for an ADB has been approved, the amount of Life Insurance then in force for you will be reduced by the amount of ADB. If your amount of Life Insurance has been so reduced, you will not be entitled to the Conversion of Life Insurance for the amount of Life Insurance that ceases because of the reduction by the amount of the ADB.

In considering your request for an ADB, Aetna may require you, at Aetna's expense, to submit to an independent medical exam by a physician chosen by Aetna. Aetna may suspend its review of a request for an ADB until the exam has been completed and the results submitted to Aetna.

Aetna may refuse your request for an ADB if:

- prior to Aetna's receipt of approval of the request:
  - the group contract terminates as to your Eligible Class (even though all or part of your Life Insurance Coverage continues for any reason); or
  - the entire amount of your Life Insurance ceases under the group contract for any reason; or
- prior to payment of the ADB, you die.

Upon approval by Aetna, the amount of ADB will be paid to you in a lump sum. You will receive a Benefit Payment Notice.

To the extent allowed by law:

- any ADB paid to you is exempt from any legal or equitable process for your debts; and
- you will not be required to request an ADB in order to satisfy claims of creditors.

If:

- Aetna has extended your Life Insurance under the terms of the Permanent and Total Disability Feature;
- and you have not previously requested and received an ADB;

you may apply for an ADB. All of the preceding terms of this ADB section will apply to any ADB requested while your Life Insurance is being extended under the terms of the Permanent and Total Disability Feature.

### **Accelerated Death Benefit (Limited Life Expectancy Benefit) (Applicable to All Other Employees)**

**The amount of your Life Insurance will be reduced by any Accelerated Death Benefit paid on your behalf.**

If, while covered under this Plan for Life Insurance you are diagnosed as having a terminal condition; you may request that Aetna pay an Accelerated Death Benefit (herein called ADB). Upon Aetna's approval of any such request, Aetna will pay to you the amount of ADB; subject to all of the following terms.

A person has a terminal condition if the person:

- suffers from an incurable, progressive, and medically recognized disease or condition including a condition caused by or resulting from injury; and
- to a reasonable medical probability and based on a generally accepted prognostic protocol, will not survive more than the ADB Months beyond the date of the request for an ADB.

You may request an ADB at any time by completing an Aetna Request For Accelerated Death Benefit Form and submitting it to Aetna. The request must include the statement of a currently licensed United States physician that you have a terminal condition.

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The physician's statement must include:

- all medical test results;
- laboratory reports; and
- any other information on which the statement is based, including the generally accepted prognostic protocol used by the physician to determine your expected remaining life span.

Your request for an ADB must state the amount of the benefit requested. You may request as an ADB up to the ADB Percentage of the amount of Life Insurance then in force for you; but in no event may the requested amount of ADB be equal to more than the ADB Maximum.

You may receive an ADB under this Plan only once.

If, by assignment or otherwise, someone other than you is the owner of your Life Insurance Coverage, an ADB will not be available under this Plan for you.

If, during the ADB Months following the date of your request for an ADB, the amount of your Life Insurance would reduce due to the attainment of a specified age or retirement, the ADB amount will be calculated by multiplying the percentage that you have requested by the amount of Life Insurance that would remain in effect after any reduction.

When your request for an ADB has been approved, the amount of Life Insurance then in force for you will be reduced by the amount of ADB. If your amount of Life Insurance has been so reduced, you will not be entitled to the Conversion of Life Insurance for the amount of Life Insurance that ceases because of the reduction by the amount of the ADB.

In considering your request for an ADB, Aetna may require you, at Aetna's expense, to submit to an independent medical exam by a physician chosen by Aetna. Aetna may suspend its review of a request for an ADB until the exam has been completed and the results submitted to Aetna.

Aetna may refuse your request for an ADB if:

- prior to Aetna's receipt of approval of the request:
  - the group contract terminates as to your Eligible Class (even though all or part of your Life Insurance Coverage continues for any reason); or
  - the entire amount of your Life Insurance ceases under the group contract for any reason; or
- prior to payment of the ADB, you die.

Upon approval by Aetna, the amount of ADB will be paid to you in a lump sum. You will receive a Benefit Payment Notice.

To the extent allowed by law:

- any ADB paid to you is exempt from any legal or equitable process for your debts; and
- you will not be required to request an ADB in order to satisfy claims of creditors.

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# Accidental Death and Dismemberment Coverage

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This Plan pays a benefit if, while insured, a person suffers a bodily injury caused by an accident; and if, as a direct result of the injury, loses his or her life.

This Plan also pays a benefit if, while insured, a person suffers a bodily injury caused by an accident; and if, within 90 days after the accident and as a direct result of the injury, he or she loses:

- A hand, by actual severance at or above the wrist joint.
- A foot, by actual severance at or above the ankle joint.
- An eye, involving irrecoverable and complete loss of sight in the eye.
- His or her speech or hearing; the loss must be total and deemed permanent.
- The thumb and index finger of the same hand, by actual severance of entire digit.  
Loss of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

A total loss of speech or hearing will be deemed permanent if the loss has been present for 12 consecutive months, unless an attending physician states otherwise.

Loss of life due to exposure to natural or chemical elements will be deemed to be accidental if the exposure was a direct result of an accident.

If:

- a person disappears as a direct result of the accidental disappearance, wrecking, or sinking of the conveyance in which he or she was an occupant; and
- there is no contrary evidence about the circumstances of the disappearance within one year of the accident; the disappearance will be deemed an accidental death.

The loss, except for loss of life, must occur within 90 days after the accident.

This Plan also pays a benefit if, while insured, a person suffers a bodily injury in an accident and if, within 30 days after the accident and as a direct result of the injury, he or she is stricken with one of the following forms of paralysis:

- Quadriplegia - the entire and irrecoverable paralysis of both upper and lower limbs.
- Paraplegia - the entire and irrecoverable paralysis of both lower limbs.
- Hemiplegia - the entire and irrecoverable paralysis of the upper and lower limbs on one side of the body.
- Uniplegia - the entire and irrecoverable paralysis of one limb.

A limb means the entire arm or leg.

The Principal Sum for loss of a dependent's life is payable to you.

The following dependents are not eligible:

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

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## Benefit

The full Principal Sum is payable for loss of life.

The full Principal Sum is payable for loss of both hands, both feet, or both eyes.

The full Principal Sum is payable for loss of both hearing and speech.

The full Principal Sum is payable for quadriplegia.

Half the Principal Sum is payable for loss of either hearing or speech.

Half the Principal Sum is payable for loss of a hand, loss of a foot, or loss of an eye.

Half the Principal Sum is payable for paraplegia or for hemiplegia.

One quarter of the Principal Sum is payable for loss of the thumb and index finger of the same hand.

One quarter of the Principal Sum is payable for uniplegia.

No more than the full Principal Sum is payable for all losses listed above resulting from one accident.

## Total Disability Benefit

If you become totally disabled as defined below because of an accident of the type covered by this benefit section and that disability is continuous from the date of the accident until your death, Aetna will pay your beneficiary the amount of your Principal Sum if all of the following are true:

- You are not able to work at your own job.
- You are not able to work at any other job for pay or profit.
- You are under age 60 at the time of the accident.
- You die while you are insured.

If a death benefit is payable, it will be reduced by any other benefit which is payable under this benefit section because of the same accident.

Written notice of your death must be given to Aetna at its Home Office within 12 months of your death. If it is not given, Aetna will not have to pay this benefit.

## Additional Accidental Death Benefits

The following benefits will be payable if, while insured, a person suffers a bodily injury caused by an accident and if he or she suffers a loss of life solely and as a direct result of the accident.

11039

## Passenger Restraint and Airbag Benefit

If a covered loss of life occurs solely and as a direct result of an accident involving a **motor vehicle** while the person:

- is an occupant of the **motor vehicle**; and
- at the time of the accident, is properly using a **passenger restraint**; and
- if the driver has, at the time of the accident, a valid driver's license;

a Passenger Restraint Benefit will be payable ([see Summary of Coverage for details](#)). If an **airbag** is activated as a result of the same accident, one Airbag Benefit will also be payable for each airbag activated within the **motor vehicle**. Verification of the actual use of the **passenger restraint** and **airbag**, if applicable, at the time of the loss must be part of an official report of the accident or certified, in writing, by investigating officer(s).

No Airbag Benefit will be payable unless a Passenger Restraint Benefit is paid.

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## **Education Benefit**

### ***Education Benefit for Your Dependent Child***

If you or your covered dependent spouse suffer a loss of life solely and as a direct result of an accident, an Education Benefit is payable on behalf of each Dependent Child as defined below.

The Education Benefit will be payable in annual installments until the earliest to occur of:

- four years from the date of you or your spouse's death; or
- the date no dependent qualifies as a Dependent Child, as defined below; or
- the date that satisfactory proof of dependent eligibility status is not provided to Aetna within 30 days of a request for it; or
- discontinuance of the group policy.

The first Education Benefit will be paid when:

- you or your covered dependent spouse's Principal Sum becomes payable; and
- Aetna receives written proof that the Dependent Child is attending school on a regular basis.

If you and your covered dependent spouse both suffer a loss of life as a result of the same accident, only one Education Benefit, based on your Principal Sum, is payable.

Education Benefits will be paid on each anniversary of the first Education Benefit, provided Aetna receives written proof that the Dependent Child is attending school on a regular basis.

A Dependent Child means a child who is:

- your biological child; or
- your legally adopted child; or
- any other child you support that lives with you in a parent-child relationship;

and, for the purposes of this benefit, is an unmarried, full-time student and

- is attending school, up to and including the 12th grade of high school; or
- is under the age of 25, and

attending college or trade school on a regular basis at the time of you or your spouse's death; or

enrolls in college or trade school within 365 days of you or your spouse's death.

The Education Benefit will be payable to the Dependent Child if that child has attained the age of majority. Otherwise, the Education Benefit will be payable to the guardian of the estate of the minor, or to the Custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

### ***Education Benefit for Your Spouse***

An Education Benefit will be paid to your surviving spouse for costs incurred, as a result of your death, towards employment training if your spouse has enrolled for the purpose of obtaining or supplementing an independent source of income. Written proof of your spouse's enrollment in an employment training program must be received within 365 days of your death.

The Education Benefit will be payable in annual installments until the earliest to occur of:

- four years from the date of your death; or
- the date that satisfactory proof of dependent eligibility status is not provided to Aetna within 30 days of a request for it; or
- discontinuance of the group policy.

The first Education Benefit will be paid when:

- your Principal Sum becomes payable; and
- Aetna receives written proof that your spouse is enrolled in an employment training program.

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Education Benefits will be paid on each anniversary of the first Education Benefit provided Aetna receives written proof that your dependent spouse is enrolled in an employment training program.

The Education Benefit will be payable to your surviving spouse, regardless of beneficiary for your Life Insurance amount.

11041, 11042

### **Common Accident Benefit**

If you and your covered dependent spouse suffer a loss of life within 30 days of each other as a result of the same accident and your spouse's Life Insurance amount under this policy is less than \$200,000, a Spouse Common Accident Benefit will be paid equal to the difference between your covered dependent spouse's Principal Sum and your Principal Sum, up to the Spouse Common Accident Benefit Maximum. This Benefit will be paid, in equal shares, to your surviving children who are under the age of 23, regardless of the beneficiary for your spouse's Life Insurance amount. If, however, there are no surviving children under the age of 23, only your covered dependent spouse's Principal Sum will be paid.

For the purpose of this benefit, your surviving children include:

- your biological children; or
- your legally adopted children; or
- any other child you support who lives with you in a parent-child relationship.

### **Limitations**

This coverage is only for losses caused by accidents. No benefits are payable for a loss caused or contributed to by:

- A bodily or mental infirmity.
- A disease, ptomaine, or bacterial infection.\*
- Medical or surgical treatment.\*
- Suicide or attempted suicide (while sane or insane).
- An intentionally self-inflicted injury.
- A war or any act of war (declared or not declared).
- Voluntary inhalation of poisonous gases.
- Commission of or attempt to commit a criminal act.
- Use of alcohol, intoxicants, or drugs, except as prescribed by a physician. An accident in which the blood alcohol level of the operator of the **motor vehicle** meets or exceeds the level at which intoxication would be presumed under the law of the state where the accident occurred shall be deemed to be caused by the use of alcohol.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- 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).

\* 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.

In order to determine the cause of death prior to payment of any claim for loss of life, Aetna has the right to examine the body. Aetna also has the right to make an autopsy where not forbidden by law.

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# Effect Of Benefits Under Other Plans

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## Effect of Prior Coverage - Transferred Business

If the coverage of any person under any part of this Plan replaces any prior coverage of the person, 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 (i.e., 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.

A person's Life Insurance under this Plan replaces and supersedes any prior life insurance. It will be in exchange for everything under the prior life insurance. If you or your beneficiary become entitled to claim under the prior life insurance, your Life Insurance under this Plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance under this Plan will be returned to your Employer.

The mode of settlement you chose and the beneficiary you named under a prior Aetna life insurance plan will apply to this Plan. This can be changed according to the terms of this Plan.

Coverage under any other section of this Plan will be in exchange for all privileges and benefits provided under any like prior coverage. Any benefits provided under such prior coverage may reduce benefits payable under this Plan.

Any preexisting condition provision contained in this Plan will take into account any time spent under any preexisting provision of the prior plan.

The beneficiary you named under a prior Aetna accidental death and dismemberment coverage plan will apply to this Plan. This can be changed according to the terms of this Plan.

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# General Information About Your Coverage

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## Termination of Coverage

Coverage under this Plan terminates at the first to occur of:

- When employment ceases.
- When the group contract terminates as to the coverage.
- When you are no longer in an Eligible Class. (This may apply to all or part of your coverage.)
- When you fail to make any required contribution.

Your Employer will notify Aetna of the date your employment ceases for the purposes of termination of coverage under this Plan. This date will be either the date you cease active work or the day before the next premium due date following the date you cease active work. Your Employer will use the same rule for all employees. If you are not at work on this date due to one of the following, employment may be deemed to continue up to the limits shown below.

If you are not at work due to disease or injury, your employment may be continued until stopped by your Employer, but not beyond 12 months from the start of the absence.

If you are not at work due to temporary lay-off or leave of absence, your employment may continue until stopped by your Employer, but not beyond the end of the policy month after the policy month in which the absence started. The term "policy month" is defined elsewhere in the group contract. See your Employer for this definition.

The Summary of Coverage may show an Eligible Class of retired employees. If you are in that class, your employment may be deemed to continue:

- for any coverage shown in the Retirement Eligibility section; and
- subject to any limits shown in that section.

If no Eligible Class of retired employees is shown, there is no coverage for retired employees.

In figuring when employment will stop for the purposes of termination of any coverage, Aetna will rely upon your Employer to notify Aetna. This can be done by telling Aetna or by stopping premium payments. Your employment may be deemed to continue beyond any limits shown above if Aetna and your Employer so agree in writing.

If you cease active work, ask your Employer if any coverage can be continued.

## Dependents Coverage Only

A dependent's coverage will terminate at the first to occur of:

- Termination of all dependents' coverage under the group contract.
- When a dependent becomes covered as an employee.
- When such person is no longer a defined dependent.
- When your coverage terminates.

## Handicapped Dependent Children

Accidental Death and Dismemberment Coverage for your fully handicapped dependent child may be continued past the maximum age for a dependent child.

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 which started prior to the date he or she reaches the maximum age for dependent children; and
- he or she depends chiefly on you for support and maintenance.

Proof that your child is fully handicapped must be submitted to Aetna no later than 31 days after the date your child reaches the maximum age.

Coverage will cease on the first to occur of:

- Cessation of the handicap.
- Failure to give proof that the handicap continues.
- Failure to have any required exam.
- Termination of Dependent Coverage as to your child for any reason other than reaching the maximum age.

Aetna will have the right to require proof of the continuation of the handicap. Aetna also has the right to examine your child as often as needed while the handicap continues at its own expense. An exam will not be required more often than once each year after 2 years from the date your child reached the maximum age.

### **Conversion of Life Insurance**

If any of your Life Insurance ceases because your employment ceases or you are no longer in a class eligible for such insurance, or because of age, pension or retirement, the amount of insurance which ceases (or a lesser amount if desired) may be converted to an individual life insurance policy.

Your converted policy may be any kind of individual policy then customarily being issued by Aetna for the amount being converted and for your age (nearest birthday) on the date it will be issued, except a term policy or one with disability or other supplementary benefits.

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

In order to convert, written application must be made for an individual policy and the first premium must be paid on it within 31 days after cessation of insurance for any of the above reasons.

No evidence of insurability will be required.

The individual policy will become effective at the end of the 31 day period during which conversion is possible.

The premiums for the converted policy will be at Aetna's then customary rates for the same policy issued to any other person of the same class of risk and age at the time the converted policy is to become effective.

After an individual policy becomes effective for any person, that policy will be in exchange for all benefits and privileges under the group contract as regards the person involved and the amount that could have been converted.

However, for insurance on your life, if it is later determined that you were totally disabled at the time premium payments for your Life Insurance ceased, you may be entitled to certain rights described in the Life Insurance Benefits section.

### **Life Insurance After Termination**

In most cases a person can apply for an individual policy under the Conversion Privilege within 31 days after his or her Life Insurance ceases. If a person dies during this 31 days and before the individual policy goes into effect, the amount payable

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under the group contract is limited to the maximum that could have been converted. This limit applies even if he or she has not applied for or paid the first premium on the individual policy.

6200, 6210, 6160

### **Type of Coverage**

Coverage under this Plan for benefits except Life Insurance is non-occupational. Only non-occupational accidental injuries and non-occupational diseases are covered. Any coverage for charges for services and supplies is provided only if they are furnished to a person while covered.

A non-occupational injury is an accidental bodily injury that does not:

- arise out of (or in the course of) any work for pay or profit; or
- result in any way from an injury which does.

A non-occupational disease is a disease that does not:

- arise out of (or in the course of) any work for pay or profit; or
- result in any way from a disease that does.

A disease will be deemed to be non-occupational regardless of cause if proof is furnished that the person:

- is covered under any type of workers' compensation law; and
- is not covered for that disease under such law.

6450

### **Legal Action (Does not apply to Life Insurance)**

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

### **Additional Provisions**

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under this Plan because you are connected with more than one Employer.
- 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, you may obtain more information from your Employer or, if you prefer, from the Home Office of Aetna.

Your Employer hopes to continue this Plan indefinitely but, as with all group plans, this Plan may be changed or discontinued with respect to all or any class of employees.

### **Assignments**

Life Insurance may be assigned only with Aetna's written consent and only if you assign all ownership as a gift. If you wish to do this, an assignment form must be completed by you. Then send 3 copies to Aetna's Home Office to be approved. See your Employer for details. Neither your Employer nor Aetna guarantees or assumes any obligation concerning any assignment.

### **Claims of Creditors**

If allowed by law, Life Insurance benefits are exempt from legal or equitable process for your debts. This also applies to the debts of your beneficiary.

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## **Beneficiaries**

You may name or change your beneficiary by filing written request at your Employer's headquarters or at Aetna's Home Office. Ask your Employer for the forms. The naming or any change will take effect as of the date you execute the request. Aetna will be fully discharged of its duties as to any payment made by it before your request is received at its Home Office.

Any amount payable to a beneficiary will be paid to those you name. Unless you state to the contrary, if more than one beneficiary is named, they will share on equal terms.

If a named beneficiary dies before you, his or her share will be payable in equal shares to any other named beneficiaries who survive you.

If no named beneficiary survives you or if no beneficiary has been named, 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 child, to your parents, equally or to the survivor.
- If there is no spouse, child or parent, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

## **Reporting of Claims**

A claim must be submitted to Aetna in writing. It must give proof of the nature and extent of the loss. Your Employer has claim forms.

## **Payment of Benefits**

Benefits will be paid as soon as the necessary written proof to support the claim is received. Any death benefit for your loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum unless you have elected an installment method which has been agreed to by Aetna. If you do not do so prior to your death, your beneficiary has this right before any payment is made. The methods of settlement allowed will be those offered by Aetna under the individual life insurance policies Aetna is issuing when the election is made.

All other benefits are payable to you.

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.

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, the benefit will be payable to the guardian of the estate of the minor, or to the Custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Aetna may pay up to \$ 1,000 of any other benefit to any of your relatives whom it believes 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.

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# Glossary

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The following definitions of certain words and phrases will help you understand the benefits to which the definitions apply. Some definitions which apply only to a specific benefit appear in the benefit section. If a definition appears in a benefit section and also appears in the Glossary, the definition in the benefit section will apply in lieu of the definition in the Glossary.

## **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.

## **Motor Vehicle**

This is a vehicle that is a registered and licensed vehicle and is:

- a passenger land vehicle of pleasure design which includes autos, vans, four-wheel drive vehicles, and self-propelled motor homes; or
- a truck of commercial design.

For purposes of the **Passenger Restraint** and **Airbag** Benefit only, the following will not be considered to be a motor vehicle:

- a motor vehicle which has been altered and no longer meets the licensing and registration requirements; or
- a motorcycle; or
- an "ATV" All Terrain Vehicle; or
- a military vehicle; or
- a vehicle while being used for farming or racing or any other type of competitive event.

## **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 which 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.

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## 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](http://www.aetna.com).

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## **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 FMLA 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 the 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.