

**With respect to residents of Texas:**

**IMPORTANT NOTICE**

To obtain information or make a complaint:  
You may call Aetna's toll-free telephone number for information or to make a complaint at:

**1-800-MY -Health (694-3258)**

You may also write to Aetna at:

**Aetna Inc.**

2777 Stemmons Freeway, Dallas, TX  
75207

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Aetna first. If the dispute is not resolved you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para someter una queja:  
Usted puede llamar al número de teléfono gratis de Aetna's para información o para someter una queja al:

**1-800-MY -Health (694-3258)**

Usted también puede escribir a Aetna:

**Aetna Inc.**

2777 Stemmons Freeway, Dallas, TX  
75207

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos, o quejas llamando al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si surge una disputa concerniente a su prima o a una reclamación, debe comunicarse con Aetna primero. Si no se resuelve la disputa puede comunicarse con el Departamento de Seguros de Texas.

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

**THE GROUP CONTRACT UNDER WHICH THIS BOOKLET-CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

# Summary of Coverage

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**Employer:** The McClatchy Company  
**Group Policy:** GP-620229  
**SOC:** 13A - all employees, excluding Executives  
**Issue Date:** May 2, 2011  
**Effective Date:** January 1, 2010

**With respect to residents of Texas:**

Death benefits will be reduced if an accelerated death benefit is paid.

At the time an accelerated death benefit is paid, a statement will be sent to you specifying the amount of benefits paid, the effect of the benefit on other certificate benefits, future charges and premiums.

The Accelerated Death Benefits (ADB) offered under this certificate are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the ADB qualify for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to ADB are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive ADB excludable from income under federal law.

*Employee:*

The benefits shown in this Summary of Coverage are available for you and your eligible dependents.

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

## Eligibility

### Employees

You are in an Eligible Class if you are a regular full-time employee, as designated by your work location, other than an employee classified as an Executive, of an Employer participating in this Plan and not an employee who is in a class for which a separate Summary of Coverage has been designated for the coverages described in this Summary of Coverage.

Your Eligibility Date is the first day of the calendar month coinciding with or next following the date you complete a probationary period of 30 days of continuous service for your Employer, but not before the later of the Effective Date of this Plan and the date you enter the Eligible Class.

Life Insurance, Dependent Life Insurance and Accidental Death and Personal Loss - all employees, excluding Executives

## Dependents

You may cover your:

- wife or husband; and
- unmarried children who are under 21 years of age.

Any other unmarried child under age 25 who goes to school on a regular basis and depends solely on you for support will be covered as a dependent.

An eligible dependent child includes:

- Your biological children;
- Your stepchildren;
- Your legally adopted children;
- Your foster children, including any children placed with you for adoption;
- Any children for whom you are responsible under court order.

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You may also cover as your dependent a person who is your domestic partner if you and your partner:

- meet the requirements under California law for entering into a domestic partnership; and
- have jointly executed and filed a Declaration of Domestic Partnership with the Secretary of State; or
- have completed and signed a “Declaration of Domestic Partnership” which is acceptable to your Employer.

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

## Enrollment Procedure

You will be required to enroll in a manner determined by Aetna and your Employer. This will allow your Employer to deduct your contributions, if any, from your pay. Be sure to enroll within 31 days of your Eligibility Date.

Your contributions, if any, toward the cost of this coverage will be deducted from your pay and are subject to change. The rate of any required contributions will be determined by your Employer. See your Employer for details. When any of your Life Insurance or Accidental Death and Personal Loss coverage is reduced because of age, the rate of contribution per \$ 1,000 of these coverages will not be increased thereafter.

## Effective Date of Coverage

### Employees

Your coverage will take effect on the later to occur of:

- your Eligibility Date; and
- the date your enrollment is received.

If you do not request to be enrolled by your Employer within 31 days of your Eligibility Date, coverage will not take effect until you submit evidence of good health that is acceptable to Aetna.

*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.

## Dependents

Coverage for your dependents will take effect on the date yours takes effect if, by then, you have enrolled for dependent coverage. You are not in an Eligible Class for Dependent Life Insurance coverage if you do not enroll for Supplemental Life Insurance. You should report any new dependents. This may affect your contributions. If you don't do so within 31 days of any dependent's eligibility date, evidence of his or her good health that is acceptable to Aetna will be required.

# Life Insurance

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## Schedule of Life Insurance

### Employees

#### Basic Schedule

Classification	Amount
All Employees	100% of the greater of your basic annual earnings, as reported each January 1st, or your current wage base as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000. Maximum: \$ 300,000 Minimum: \$ 1

#### Supplemental Schedule\*

Classification	Amount
All Employees	\$ 50,000 or increments of \$ 50,000 to a maximum of \$ 500,000

Note: Your overall combined Basic and Supplemental Life Insurance maximum is \$ 800,000.

\* If prior to the Effective Date of this Plan you had the option to elect Supplemental Life Insurance under any other group plan sponsored by the Policyholder, whether underwritten by Aetna or not and elected not to do so, Supplemental Life Insurance under this Plan will not take effect until you submit evidence of good health that is acceptable to Aetna.

You may elect coverage under any one of the available options shown above for Supplemental Life Insurance. Once you have made a selection, if you wish to choose a different option, your Employer will provide you with information on when and how you can make that change.

#### Evidence Requirements

You can become insured for an amount of Supplemental Life Insurance in excess of \$ 250,000 only if you submit evidence of good health to Aetna and such evidence is approved by Aetna.

If, while insured:

- you first become eligible for an amount of Supplemental Life Insurance in excess of \$ 250,000, except due to an earnings increase; or
- you elect to increase your Supplemental Life Insurance by more than one level or multiple of your basic annual earnings; or
- you elect to increase your Supplemental Life Insurance by any amount after you have applied for an Accelerated Death Benefit;

you can become insured for the new amount only if you submit evidence of good health to Aetna and such evidence is approved by Aetna. This applies even if Aetna has approved evidence of your good health in the past.

If you do not or did not elect Supplemental Life Insurance within 31 days of the date you were first eligible to elect Supplemental Life Insurance, whether under this Plan or any other group plan sponsored by the Policyholder, coverage under this Plan will not take effect until you submit evidence of good health to Aetna. If Evidence of Insurability is not acceptable to Aetna, you will not be eligible for coverage under this Plan.

### Age Reduction Rule

Your Life Insurance amount in force on the day before you reach age 65 will be reduced to: 75% at age 65 and 50% at age 70. The reduction will take effect on the January 1st next following the date in which you reach the ages specified.

If you first become eligible for Life Insurance on or after the age of 65, your amount of Life Insurance will be as follows: 75% at age 65 of the amount shown for your classification and 50% at age 70 of the amount shown for your classification.

### Dependents Schedule\*

Classification	Amount	
Wife or husband, or Domestic Partner	Option 1	\$ 10,000
	Option 2	\$ 20,000
	Option 3	\$ 30,000
	Option 4	\$ 50,000
	Option 5	\$ 100,000
	Option 6	\$ 150,000
	Option 7	\$ 250,000
Unmarried child from live birth to age 21, 25 years if full-time student	Option 2	\$ 2,000
	Option 2	\$ 10,000
	Option 3	\$ 20,000

\* If prior to the Effective Date of this Plan you had the option to elect Dependent Life Insurance under any other group plan sponsored by the Policyholder, whether underwritten by Aetna or not and elected not to do so, dependent spouse Life Insurance and dependent child Life Insurance in excess of \$20,000 under this Plan will not take effect until you submit evidence of that person's health that is acceptable to Aetna.

### Evidence Requirements

If:

- you request Life Insurance coverage for a dependent within 31 days of the date you are first eligible to elect coverage for that dependent; and
- you are eligible for an amount of Life Insurance in excess of \$ 50,000 for your spouse;

you can become insured with respect to that dependent for an amount in excess of the above limits only if you submit evidence of that dependent's good health to Aetna and such evidence is approved by Aetna.

If you request Life Insurance coverage for a dependent spouse more than 31 days after the date you are first eligible to elect coverage for that dependent spouse, whether under this Plan or any other plan sponsored by the Policyholder, you can become insured with respect to that dependent spouse only if you submit evidence of that dependent's good health to Aetna and such evidence is approved by Aetna.

If you request Life Insurance coverage for a dependent child more than 31 days after the date you are first eligible to elect coverage for that dependent child, whether under this Plan or any other group plan sponsored by the Policyholder, you can become insured with respect to that dependent child without having to submit evidence of good health to Aetna provided the amount is not more than \$ 20,000. If you become eligible to become insured for an amount over \$ 20,000 you must submit evidence of that dependent child's good health to Aetna and such evidence must be approved by Aetna. If the evidence of good health is not approved by Aetna, you can still become insured with respect to that dependent child for an amount not to exceed \$ 20,000.

If, while insured for dependent coverage under this Plan, you first become eligible for an amount of Life Insurance in excess of \$ 50,000 for your spouse, you can become insured with respect to that dependent for an amount in excess of the above limits only if you submit evidence of that dependent's good health to Aetna and such evidence is approved by Aetna. Thereafter, when eligible, you may increase your dependent coverage. If you elect to increase coverage, evidence of good health will be required. This applies even if Aetna has approved evidence of your dependent's good health in the past.

### **Age Reduction Rule**

The amount of Life Insurance in force for your spouse on the day before your spouse reaches age 65 will be reduced to: 75% at age 65 and 50% at age 70. The reduction will take effect on the January 1st next following the date in which your spouse reaches the ages specified.

If your spouse first becomes eligible for Life Insurance on or after the age of 65, your spouse's Life Insurance amount will be as follows: 75% at age 65 of the spousal amount shown for your classification and 50% at age 70 of the spousal amount shown for your classification.

## **Accelerated Death Benefit**

### **Employees and Dependent Spouses**

ADB Months:	12
ADB Percentage:	up to 75%
ADB Minimum:	\$ 5,000
ADB Maximum:	up to \$ 500,000

# Accidental Death and Personal Loss Coverage

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## Schedule of Accidental Death and Personal Loss Coverage

### Employees Schedule

Classification	Principal Sum
All Employees	100% of the greater of your basic annual earnings as reported each January 1st, or current wage base as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000. Maximum: \$ 300,000 Minimum: \$ 1

### Age Reduction Rule

Your Accidental Death and Personal Loss Coverage amount in force on the day before you reach age 65 will be reduced to: 75% at age 65 and 50% at age 70. The reduction will take effect on the January 1st next following the date in which you reach the ages specified.

If you first become eligible for Accidental Death and Personal Loss Coverage on or after the age of 65, your amount of Accidental Death and Personal Loss Principal Sum will be as follows: 75% at age 65 of the amount shown for your classification and 50% at age 70 of the amount shown for your classification.

## Additional Accidental Death Benefit Maximums

### Employees

Coma Benefit Percentage	1% of your full Principal Sum
Passenger Restraint Benefit Maximum	\$ 10,000
Airbag Benefit Maximum	One half of your Passenger Restraint Benefit
Education Benefit Maximum for each dependent child	5% of your Principal Sum not to exceed \$ 5,000 per year per child for up to 4 years
for your spouse	5% of your Principal Sum not to exceed \$ 5,000 per year for up to 4 years



Child Care Benefit Maximum for each child	3% of your Principal Sum not to exceed \$ 2,000 per year per child for up to 4 years
Repatriation of Remains Benefit Maximum	\$ 5,000

## Adjustment Rule

If, for any reason, a person is entitled to a different amount of coverage, coverage will be adjusted as provided elsewhere in the group contract, except that an increase is subject to any Active Work Rule described in Effective Date of Coverage section of this Summary of Coverage.

Benefits for claims incurred after the date the adjustment becomes effective are payable in accordance with the revised plan provisions. In other words, there are no vested rights to benefits based upon provisions of this Plan in effect prior to the date of any adjustment.

## Disclosure

### *With respect to residents of New York:*

The accident and health insurance evidenced by this Booklet-Certificate provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical as defined by the New York State Insurance Department.

IMPORTANT NOTICE - THE GROUP POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

## General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form GR-29.

**KEEP THIS SUMMARY OF COVERAGE  
WITH YOUR BOOKLET-CERTIFICATE**

With respect to residents of Florida:

**THE BENEFITS OF THE POLICY PROVIDING YOUR  
COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF  
A STATE OTHER THAN FLORIDA**

*With respect to residents of California:*

## **Additional Information Provided by Aetna Life Insurance Company**

### **Inquiry Procedure**

The plan of benefits described in the Booklet-Certificate is underwritten by:

**Aetna Life Insurance Company (Aetna)  
151 Farmington Avenue  
Hartford, Connecticut 06156**

**Telephone: (860) 273-0123**

**If you have questions about benefits or coverage under this plan, call Aetna at the number shown above.**

**If you have a problem that you have been unable to resolve to your satisfaction after contacting Aetna, you should contact the Consumer Service Division of the Department of Insurance at:**

300 South Spring Street  
Los Angeles, CA 90013

Telephone: 1-800-927-4357 or 213-897-8921

You should contact the Bureau only after contacting Aetna at the numbers or address shown above.

# **Additional Information Provided by The McClatchy Company**

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

**Name of Plan:**

The McClatchy Company Comprehensive Welfare Benefit and Cafeteria Plan

**Employer Identification Number:**

52-2080478

**Plan Number:**

501

**Type of Plan:**

Comprehensive Welfare Benefit and Cafeteria Plan

**Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

**Plan Administrator:**

The McClatchy Company  
2100 Q Street  
Sacramento, CA 95852-0779  
Telephone Number: 916-321-1961

**Agent For Service of Legal Process:**

The McClatchy Company  
Corporate Secretary  
2100 Q Street  
Sacramento, CA 95852-0779

Service of legal process may also be made upon the Plan Administrator

**End of Plan Year:**

December 31st

**Source of Contributions:**

Employer and Employee

**Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by an Officer of the Company.

## ERISA Rights

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

### Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

*Your  
Group  
Plan*

**The McClatchy Company**

**Life Insurance,  
Dependents Life  
Insurance, and Accidental  
Death & Personal Loss  
Coverage**

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

Note: The codes appearing on the left side of certain blocks of text are required by the Department of Insurance.

# 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.



Ronald A. Williams  
Chairman, Chief Executive Officer, and President

Group Policy: GP-620229  
Cert. Base: 13  
Issue Date: June 13, 2008  
Effective Date: July 1, 2008

**This Certificate may be an electronic version of the Certificate on file with your Employer and Aetna Life Insurance Company. In case of any discrepancy between an electronic version and the printed copy which is part of the group insurance contract issued by Aetna Life Insurance Company, or in case of any legal action, the terms set forth in such group insurance contract will prevail. To obtain a printed copy of this Certificate, 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 while insured. You name your beneficiary. You may change your choice at any time.

## Permanent and Total Disability Feature

If you are not able to work due to disease or injury, your Life Insurance (but not Accidental Death and Personal Loss Coverage), may be extended if Aetna determines you are permanently and totally disabled. If a determination of permanent and total disability is made, you will not have to make any further contributions for your coverage and 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 will presumably 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 cease work due to disease or injury.
- You must be under age 60 at the time you cease active work.
- You must be absent from work for at least 6 consecutive months without interruption.

Aetna must receive your written notice of claim for this extension at its Home Office within 12 months after you cease active work. If your written notice is not received by Aetna within 12 months, you will not be eligible for this benefit extension. Upon receipt of your written notice, Aetna may require you to furnish proof of your permanent and total disability before approving your claim. If proof is required, you must furnish all proof when requested. Aetna also has the right to examine you at its expense before approving your claim.

This extended insurance will be the amount you were insured for on the date your total disability began. If an Age Reduction Rule for Life Insurance extended due to the Permanent and Total Disability is in effect on the date you become so disabled:

- This extended insurance will be reduced when you reach the age or ages set forth in the Rule.

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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 retire.

- The date you reach the amended 1983 Social Security Normal Retirement Age, as follows:

<b>Year of Birth</b>	<b>Normal Retirement Age</b>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

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.

If you were insured for Accidental Death and Personal Loss Coverage, that coverage ends on the date this section applies to your Life Insurance coverage.

### **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 Feature:

- Premium payments for your Life Insurance ceased before Aetna received your written notice of claim for the life insurance extension.
- You die during the uninterrupted period of absence from active work.
- Death occurs no later than 12 months after the date you cease active work with your Employer
- You would have qualified for extended insurance except that:

your total disability had not lasted at least 6 consecutive 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.

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### **Suicide Exclusion**

If, while insured, you die by suicide, while sane or insane, or from an intentionally self-inflicted injury, within two years from the effective date of your coverage, no Supplemental Life Insurance benefit will be payable. If such death occurs after two years of your effective date of coverage, while you are insured, but within two years of the date that any increase in coverage becomes effective, no Supplemental Life Insurance benefit will be payable for any such increase.

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## Accelerated Death Benefit

If, while covered under this Plan for Life Insurance:

- you become terminally ill; or
- your spouse becomes terminally ill;

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 is terminally ill if the person:

- suffers from an incurable, progressive, and medically recognized disease or condition; 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 on your own behalf or on behalf of your spouse 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 are terminally ill; or
- your spouse is terminally ill.

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 the person for whom you are making the request; but in no event may the requested amount of ADB be equal to:

- less than the ADB Minimum; or
- more than the ADB Maximum.

You may request an ADB under this Plan:

- only once on your own behalf; and
- only once on behalf of any one spouse.

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

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.

The amount of ADB payable to you will be reduced by an interest charge equal to the sum of daily interest that would have accrued on such amount during ADB Months which begins on the date the ADB is paid.

The interest rate used to calculate the interest charge will not exceed the current yield on 90-day United States Treasury bills on the date the ADB payment is requested.

When your request for an ADB on your own behalf or on behalf of your spouse has been approved, the amount of Life Insurance then in force for such person will be reduced by the amount of ADB that would have been payable in the absence of any interest charge. Any person whose amount of Life Insurance has been so reduced, 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 or your spouse, 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 or the Life Insurance Coverage of your spouse continues for any reason); or
  - the entire amount of Life Insurance of the person for whom request is made ceases under the group contract for any reason; or
- prior to payment of the ADB, the person for whom request is made dies.

Upon approval by Aetna, the amount of ADB will be paid to you in a lump sum.

To the extent allowed by law:

- any ADB paid to you is exempt from any legal or equitable process for your debts or the debts of your spouse; 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 the Accelerated Death Benefit section will apply to any ADB requested while your Life Insurance is being extended under the terms of the Permanent and Total Disability Feature.

*7611, 7612, 7613, 7614, 7612-1*

### **Life Insurance For Your Dependents**

An amount of life insurance is payable to you if one of your dependents dies while insured. If you are not living at the time of payment, it will be made to your executors or administrators. At Aetna's option, it may be paid to your wife, husband or domestic partner.

The following dependents are not eligible:

- Children who are not born alive.
- Dependent children in full-time active military service.

*0480*

### **Dependent Suicide Exclusion**

If, while insured, your dependent dies by suicide, while sane or insane, or from an intentionally self-inflicted injury, within two years from the effective date of his or her coverage, no Life Insurance benefit will be payable. If such death occurs after two years of your dependent's effective date of coverage, while he or she is insured, but within two years of the date that any increase in coverage becomes effective, no Life Insurance benefit will be payable for any such increase.

*11549-1*

### **Life Insurance Portability**

The terms of this provision apply only to an amount of Life Insurance which is :

- for you, is at least \$ 5,000;
- for your spouse, is at least \$ 1,000; and
- for your dependent child, is at least \$ 1,000.

In no event, however, will the terms of this provision apply:

- to you if you are in an Eligible Class for which Life Insurance coverage under the group contract is terminated and replaced by like coverage under another policy;
- to you if you are in an Eligible Class for which coverage under the group contract is terminated because your Employer has gone out of business; and
- to any amount of a person's Life Insurance that has been converted to an individual life policy in accordance with this Plan's Conversion of Life Insurance provision.

This Plan's Conversion of Life Insurance provision does not apply to any amount of a person's Life Insurance for which a person elects coverage under this provision, but may be available for:

- any amount of a person's Life Insurance to which the terms of this provision do not apply;
- any amount of a person's 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 a person's Life Insurance in force under this provision that ceases because of age.

### **Your Life Insurance**

If your Life Insurance coverage ceases because your employment ceases or you are no longer in a class eligible for Life Insurance coverage, you may elect coverage under this provision; provided however, that:

- the amount of your Life Insurance will be determined in accordance with the Amount of Insurance section of this provision;
- on the date of the change to portability status, your age will not exceed the Eligibility Age; and
- on the day your coverage ceases you are not ill or injured and away from work.

### **Life Insurance For Your Dependents**

If Life Insurance coverage for a dependent ceases because your employment ceases or you are no longer in a class eligible for Dependent Life Insurance, you may elect coverage under this provision for the amount of insurance that is subject to this provision, but only if:

- you elect coverage for yourself under this provision; and
- on the date of the change to portability status, the dependent's age will not exceed the applicable Eligibility Age.

11005

### **Eligibility Age**

The Eligibility Age is:

- for you, 98;
- for your dependent spouse, 98; and
- for your dependent child, the age which is one year younger than the age at which he or she will cease to meet the Plan's definition of dependent.

### **General Information Concerning Portability**

In order to elect coverage for a person under this provision, written request must be made and the first premium contribution must be paid within 31 days after insurance ceases. Coverage will become effective at the end of the 31 day period during which election of coverage is possible. Such date is a person's "Portability Date".

All of the terms and conditions of this Plan that apply to Life Insurance coverage apply to coverage continued under this provision except as otherwise stated in this provision.

### **Amount of Insurance**

The amount of a person's Life Insurance will be limited to the lesser of: the amount of insurance that was in force for the person on the day before his or her eligibility for coverage under this provision; and the amounts shown below:

- \$500,000 as to you without evidence of good health;
- \$100,000 as to your spouse without evidence of good health;
- \$5,000 as to your dependent child without evidence of good health.

It will not increase; as to coverage for your spouse and dependent child, it will not decrease.

However, as to coverage for you only, you may elect an amount of Life Insurance under this provision that is less than the amount as determined above; provided that:

- the amount is an amount of Life Insurance available under this Plan for your classification;
- such decrease may take effect only on your Portability Date;
- such decreased amount may not be an amount that is less than the amount in force under this provision for your spouse or dependent child; and
- such decreased amount may not be an amount in relation to the amount for your spouse or dependent child that is not permitted by any applicable law.

11006

On the January 1, next following the date you reach age 65, your Life Insurance amount will be reduced by 35%. Thereafter, the amount of your Life Insurance will be reduced by 60% at age 70, and, by 75% at age 75, but not below \$ 5,000.

11006-1

### **Accidental Death Benefit**

If you die while your Life Insurance is in force under this provision and before you reach age 70 or if your spouse dies while his or her Life Insurance is in force under this provision, in addition to the Life Insurance benefit payable under this Plan, an equal amount will be payable if due proof is submitted that:

- death was a direct result of a bodily injury suffered in an accident; and
- death occurs within 365 days after the accident and while this Plan is in force.

Not all events, which may be ruled accidental, are covered by this Plan. No benefits are payable for death 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.
- Ligature strangulation resulting from auto-erotic asphyxiation.
- Commission of or attempt to commit a criminal act.
- Use of alcohol.
- Use of intoxicants.
- Use of drugs, except as prescribed by a physician.
- Use of alcohol, intoxicants or drugs 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, intoxicants and/or drugs if it is determined that at the time of the accident you or your covered dependent were:
  - operating the vehicle while under the influence of alcohol at 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; or
  - operating the vehicle while under the influence of an intoxicant or illegal drug; or
  - operating the vehicle while under the influence of a prescription drug in excess of the amount prescribed by the physician; or
  - operating the vehicle while under the influence of an over the counter medication taken in an amount above the dosage instructions.
- 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.

11006-2

### **Permanent and Total Disability Feature**

For you only, insurance under this provision may be extended in accordance with the terms of this Plan's Permanent and Total Disability Feature. However:

- You are permanently and totally disabled only if disease or injury stops you from working at any reasonable job, as defined in the Permanent and Total Disability Feature.
- Any insurance extended under this feature will cease on the first anniversary of your Portability Date next following the date you reach age 65.

11007-1

### **Accelerated Death Benefit**

In no event will the terms of the Accelerated Death Benefit provision apply to Life Insurance in force under this provision.

11007-1

### **Premium Contributions**

The rate of premium contribution will change for any insurance in force for a person under this provision on the person's Portability Date. The rate of premium contribution is subject to another change on the next January 1 and on each January 1 thereafter.

Premium contributions will be paid directly to Aetna and will be subject to a direct billing charge. The amount of the charge may be adjusted by Aetna, but not more than once a year.

### **Termination of Coverage**

A person's Life Insurance in force under the terms of this provision will cease on the first to occur of:

- The end of a 31 day period following the date the required premium contribution for the coverage is due and not made.
- The date of your death.
- The first anniversary of your Portability Date next following the date you reach age 99.
- As to coverage for your spouse, the first anniversary of his or her Portability Date next following the date your spouse reaches age 99.
- As to coverage for your dependent child, the first anniversary of his or her Portability Date next following the date such person reaches his or her Eligibility Age.
- As to coverage for your spouse or your dependent child, the date such person is no longer a defined dependent.

11007-1

# Accidental Death and Personal Loss Coverage

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This Plan pays a benefit if, while insured, you suffer a bodily injury caused by an accident; and if, within 365 days after the accident and as a direct result of the injury, you lose:

- Your life.
- 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.
- Your speech or hearing; the loss must be total and deemed permanent.
- Your thumb and index finger of 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:

- you disappear as a direct result of the accidental disappearance, wrecking, or sinking of the conveyance in which you were an occupant; and
- there is no contrary evidence about the circumstances of your disappearance within one year of the accident;

your disappearance will be deemed an accidental death.

This Plan also pays a benefit if, while insured, you suffer a bodily injury in an accident and if, as a direct result of the accident, suffer a full thickness **third degree burn** caused by direct contact with a chemical, fire, steam, water or heat (except sunburns) or, within 30 days after the accident and as a direct result of the injury, you are 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.

11037

## 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.



The full Principal Sum is payable for **third degree burns** covering 75% or more of the body.

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.

Half the Principal Sum is payable for **third degree burns** covering 50% to 74% of the body.

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.

11038

### 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, within 365 days after the accident, he or she suffers a loss of life as a direct result of the accident.

11039

### Coma Benefit

If, while insured, you suffer a bodily injury caused by an accident and if, within 30 days after the accident, you become **comatose** solely and as a direct result of the accident, Aetna will pay a monthly benefit on your behalf provided you are continually **comatose** for at least 30 consecutive days.

Proof that you are **comatose** must be submitted to Aetna no later than 60 days after the date you become **comatose**.

The first monthly benefit will be payable on the first day of the month following the date you have been continually **comatose** for at least 30 days.

The monthly benefit is the Coma Benefit Percentage less any benefit amount paid or payable under this benefit section for any loss you suffer as a direct result of a bodily injury caused by the same accident. The monthly benefit is payable for 11 months. The full Principal Sum less any benefit amount paid or payable under this benefit section because of the same accident will be payable after you have been continually **comatose** for 12 months.

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

The monthly benefit is payable for as long as the **coma** continues, until the earliest to occur of:

- failure to have any required exam;
- failure to give proof that the **coma** continues;
- the date the full Principal Sum is paid under this benefit section;
- the date you are no longer **comatose**, by death, recovery, or any other change of condition, as certified by a physician; or
- termination of the group policy.

Aetna will have the right to require proof of the continuation of the **coma**. Aetna, at its own expense, also has the right to examine you while the **coma** continues. Aetna will not request an exam or proof more often than twice in a 12 month period. A physician's certification will be required before the final payment is made to your beneficiary.

Your monthly benefit is payable to your named beneficiary. No benefit will be payable if:

- no named beneficiary survives you; or
- no beneficiary has been named; and
- no immediate family member to whom the benefit may be paid, at Aetna's discretion, survives you. Immediate family members are: your spouse, your children, your parents, and your brothers and sisters.

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 have been continually **comatose** for 12 months.

11246

## Passenger Restraint and Airbag Benefit

If a covered loss of life occurs 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. If an **airbag** is also activated as a result of the same accident, an Airbag Benefit will be payable if the **motor vehicle's airbag** system is not effective in helping save the person's life it was designed to protect. Verification of the actual use of the **passenger restraint** and activation of the **airbag** system, 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.

11040

## Education Benefit

### *Education Benefit for Your Dependent Child*

If you suffer a loss of life 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 your 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:

- your Principal Sum becomes payable; and
- Aetna receives written proof that the Dependent Child is attending school on a regular basis.

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 adopted child; or
- your stepchild; 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 23, and

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

enrolls in college or trade school within 365 days after the claim has been approved.

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 after the claim has been approved.

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.

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.

11042

### **Child Care Benefit**

If you suffer a loss of life and as a direct result of an accident, a Child Care Benefit may be payable with respect to any Dependent Child as defined below. If the Dependent Child is enrolled in a **legally licensed child care center**, the Child Care Benefit is payable in annual installments until the earliest to occur of:

- four years from the date of your 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 Child Care Benefit will be paid when:

- your Principal Sum becomes payable; and
- Aetna receives written proof that the Dependent Child is enrolled in a **legally licensed child care center**.

Child Care Benefits will be paid on each anniversary of the first Child Care Benefit, provided Aetna receives written proof that the Dependent Child is attending a **legally licensed child care center**.

For purposes of this benefit, a Dependent Child means a child who is under age 13 and is enrolled in a **legally licensed child care center** on the date of the accident or subsequently enrolled in a **legally licensed child care center** within 90 calendar days after the date the claim is approved and is either:

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

The Child Care 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.

11043

## Repatriation of Remains Benefit

This Plan pays a Repatriation of Remains Benefit for the actual expenses incurred to prepare a person's body for transportation to a mortuary if, as a direct result of an accident for which a benefit is payable under this section, he or she suffers loss of life while outside a 200 mile radius from his or her principal place of residence.

11046

## 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 a **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.

11047

# Effect Of Benefits Under Other Plans

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5030

## 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.

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.

6051

# 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 9 months from the start of the absence.

If you are not at work due to temporary lay-off, 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.

If you are not at work due to leave of absence, your employment may continue until stopped by your Employer, but not beyond 12 months from the start of the absence.

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.

6080, 6160

A "domestic partner" will no longer be considered to be a defined dependent on the date of termination of the domestic partnership. In that event, you should provide your Employer with a copy of a completed and signed Declaration of Termination of Domestic Partnership which is acceptable to your Employer.

3620

### **Handicapped Dependent Children**

Life Insurance and Accidental Death and Personal Loss Coverage for your fully handicapped dependent child may be continued past the maximum age for a dependent child. However, such coverage may not be continued if the child has been issued a personal life conversion policy.

11048

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.

11048

### **Labor Dispute**

If your coverage under this Plan would cease because you cease work due to a labor dispute, you can arrange to continue your coverage during your absence from work if the California Insurance Code applies. Coverage will not continue for longer than 6 months.

Continuation will cease when the first of these events occurs:

- You fail to make the required payments to your collective bargaining unit representative.
- Your representative fails to make the required premium payments to Aetna.
- You go to work full time for another employer.
- Any premium due date when less than 75% of the affected employees have elected to continue their coverage.
- The 6 month continuation period ends.

The monthly premium required by Aetna for each person's coverage will be the applicable rate in effect on the date you cease work. Aetna has the right to change premium rates under the terms of this Plan at any time during any continuation of coverage.

6080

### **Conversion of Life Insurance**

#### ***Your Life Insurance***

If any of your Life Insurance ceases because your employment terminates or you are no longer in a class eligible for 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 your life insurance ceases because any part of the group contract discontinues as to your employee class while you are not totally disabled, and insurance on your life 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 you become eligible within 31 days of discontinuance may be converted to an individual policy. The maximum amount that can be converted in any event is \$ 10,000.

When life insurance ceases because any part of the group contract discontinues as to your employee class while you are totally disabled, the amount that ceases less the amount of any group life insurance for which you become eligible within 31 days of discontinuance may be converted to an individual policy.

"Totally disabled" means that you became totally and permanently disabled on or after age 60 and are prevented from engaging in your own or any other gainful occupation and will presumably continue to be prevented from engaging in any gainful occupation for which you are or may reasonably become fitted by education, training, or experience.

### ***Your Dependents' Life Insurance***

If any of your Dependents' Life Insurance ceases because:

- your employment ceases;
- you are no longer in a class eligible for such insurance;
- the dependent ceases to be a dependent;
- of a reduction in the dependent's life insurance for any reason; or
- you die;

the amount of insurance which ceases for each dependent (or lesser amounts, if desired) may be converted to individual life insurance policies.

Your dependent's converted policy may be on any one of the forms, except term insurance (in the case of a dependent other than your spouse, on any one of the level premium or whole life endowment policy forms, providing a level amount of Insurance), then customarily being issued by Aetna for the amount being converted and for the age (nearest birthday) of the dependent to whom it will be issued.

9270

When your dependent's life insurance ceases because any 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.

### ***General Information Concerning The Conversion Privilege***

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 to 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 group 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 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.

9271

## 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.

Aetna will not try to reduce or deny a benefit payment on the grounds that a condition existed before a person's 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.

6470-1

## Employee Statements

As to the group life coverage, no statement by you will be used in defense to a claim for loss incurred after the coverage has been in effect for 2 years during your lifetime nor unless such statement is contained in a written application. As to all other coverage, no statement made by you, except a fraudulent statement, will be used in defense to a claim for loss incurred after the coverage under which claim is made has been in effect for 2 years nor unless such statement is contained in a written application. This paragraph shall not operate so as to increase or reduce any coverage under this Plan.

6480-1

## 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.

6470

## 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.

All other coverage may be assigned only with the consent of Aetna.

## Claims of Creditors

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

## 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.

6430, 6400, 6475

## 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.

6320

All claims should be reported promptly. The deadline for filing a claim for any benefits is 90 days after the date of the loss causing the claim. The deadline does not apply to Life Insurance.

6320

## Notice of Claim - Claim Forms

Written notice of claim must be furnished to Aetna. This must be done within 20 days after any loss covered by the group contract occurs, or as soon after that as is possible. Notice given, at Aetna's Home Office or to one of its agents, by or for a person making claim shall be deemed to be notice of claim, as long as the facts are clear enough to identify you.

Aetna will furnish the person making claim with claim forms within 15 days of the notice of claim. If forms are not furnished, written proof of loss must still be furnished as set forth in the next section.

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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 will not be covered if they are filed more than one year after the deadline.

6320

## Payment of Benefits

6350, 9265

Benefits will be paid as soon as the necessary proof to support the claim is received. For all benefits except any Temporary Disability Benefit, written proof must be provided. Any death benefit for your loss of life will be paid in one lump sum and in accordance with the beneficiary designation.

6350, 9265

All other benefits are payable to you.

6350, 9265

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.

7693

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.

6350, 9265

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.

6350, 9265

### **Contract Not A Substitute For Workers' Compensation Insurance**

The group contract is not in lieu of and does not affect workers' compensation benefits.

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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.

9990

## **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.

## **Coma**

This means the condition of being comatose.

## **Comatose**

This means a profound state of unconsciousness from which the person cannot be aroused to consciousness, even by powerful stimulation, as certified by a physician.

## **Legally Licensed Child Care Center**

This is a facility which is duly licensed, certified, or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with applicable laws and regulations of the jurisdiction.

## **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.

### **Third Degree Burn**

A third-degree burn or a full thickness burn is the most severe of the three burns extending near or 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](http://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 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.

## Claim Procedures

Your booklet-certificate contains information on reporting claims. Claim forms may be obtained at your place of employment or sent to you by Aetna. These forms tell you how and when to file a claim.

**Note: If applicable state law requires the Plan to take action on a claim or appeal within a shorter timeframe, the shorter period will apply.**

You may file claims for Plan benefits, and appeal adverse claim decisions, either yourself or through an authorized representative.

An "authorized representative" means your legal spouse or adult child, or a person you authorize, in writing, to act on your behalf. In addition, the Plan will recognize a court order giving a person authority to submit claims on your behalf.

## Filing Life Claims under the Plan

You will be notified of an adverse benefit determination not later than 90 days after the Plan's receipt of the claim. This time period may be extended up to an additional 90 days due to special circumstances. In that case, you will be notified of the extension before the end of the initial 90-day period. Notice of the extension will explain the special circumstances requiring the extension and the date by which a decision is expected.

## Filing Premium Waiver, DBO or DBO-AID Claims under the Plan

You will be notified of an adverse benefit determination not later than 45 days after the Plan's receipt of the claim. This time period may be extended up to an additional 30 days due to circumstances outside the Plan's control. In that case, you will be notified of the extension before the end of the initial 45-day period. If a decision cannot be made within this 30 day extension period due to circumstances outside the Plan's control, the time period may be extended up to an additional 30 days, in which case you will be notified before the end of the first 30 day extension period. Notice of the extension will explain the special circumstances requiring the extension and the date by which a decision is expected.

If your claim is denied in whole or in part, you will receive a written notice of the denial from Aetna Life Insurance Company. The notice will explain the reason for the denial and the review procedure.

## Filing an Appeal of an Adverse Benefit Determination Life Claims

You may request a review of the denied claim. You will have 60 days following receipt of an adverse benefit decision to appeal the decision. The request must be submitted, in writing, and include your reasons for requesting the review. Submit your request to the office of the Aetna Life Insurance Company to which you submitted your initial request for benefit payment. You will be notified of the decision not later than 60 days after the appeal is received. If an extension of time for processing the appeal is needed, the time period may be extended up to an additional 60 days, in which case you will be notified prior to the end of the first 60 day period. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected.

## Premium Waiver, DBO or DBO-AID Claims

You may request a review of the denied claim. You will have 180 days following receipt of an adverse benefit decision to appeal the decision. The request must be submitted, in writing, and include your reasons for requesting the review. Submit your request to the office of the Aetna Life Insurance Company to which you submitted your initial request for benefit payment. You will be notified of the decision not later than 45 days after the appeal is received. If an extension of time for processing the appeal is needed, the time period may be extended up to an additional 45 days, in which case you will be notified prior to the end of the first 45 day period. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected.

You may submit written comments, documents, records and other information relating to your claim, whether or not the comments, records or information were submitted in connection with the initial claim. You may also request that the Plan provide you, free of charge, copies of all documents, records, and other information relevant to the claim.

## Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Sponsor.