Your Group Plan

Caltech

California Temporary Disability Income
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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.
Summary of Coverage

Employer: California Institute of Technology

Group Policy: GP-866280-GID

SOC: 1A

Issue Date: May 31, 2019

Effective Date: January 1, 2019

The benefits shown in this Summary of Coverage are available for you.

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 benefit-based employee which includes: 1. Faculty, 2. Other Faculty and Non-Faculty Appointments (including Postdoctoral Scholars), 3. Postdoctoral Scholars and Sr. Postdoctoral Scholars, 4. Staff employees and Temporary employees of an Employer participating in this Plan.

In addition, to be in an Eligible Class you must be:

• scheduled to work on a regular basis at least 20 hours per week whose assignment is expected to last at least 4 months; and
• working within the United States.

Your Eligibility Date, if you are then in an Eligible Class, is the Effective Date of this Plan. Otherwise, it is the first day of the calendar month coinciding with or next following the date you commence active service for your Employer or, if later, the date you enter the Eligible Class.

Enrollment Procedure

If you do not request to be enrolled by your Employer within 31 days of the date you are first eligible for group temporary disability income coverage sponsored by your Employer, coverage will not take effect until you submit evidence of good health that is both acceptable to Aetna and consistent with your Employer's enrollment guidelines.

California Temporary Disability Income
Effective Date of Coverage

**Employees**
Your coverage will take effect on your Eligibility Date.

If you do not request to be enrolled by your Employer within 31 days of the date you are first eligible for group temporary disability income coverage sponsored by your Employer, coverage will not take effect until you submit evidence of good health that is both acceptable to Aetna and consistent with your Employer's enrollment guidelines.

*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 the date you return to work full-time.

This rule also applies to an increase in your coverage.

Temporary Disability Income Coverage

**Employees**
After any Elimination Period, this Plan will pay the Temporary Disability Income Benefit during a disability absence. The absence must start while you are covered. A disability absence is time lost from work because of a non-occupational disease or injury. For sole proprietors or partners who cannot be covered by workers’ compensation law, this Plan will also cover a disease or injury that arises out of or in the course of any activity in connection with employment as a sole proprietor or partner whether or not on a full time basis. Any reference to Temporary Disability Income Coverage covering only non-occupational disease or injury will not apply to the above mentioned sole-proprietors or partners.

**Elimination Period**
Benefits start on the eighth calendar day for a disability period due to disease or injury.

**Weekly Benefit**
The following Weekly Benefit is payable for up to the Maximum Weekly Benefit Period of a disability, after any applicable Elimination Period:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Weekly Benefit</strong></td>
<td>55% of your Predisability Earnings calculated on a weekly basis</td>
</tr>
<tr>
<td><strong>Maximum Weekly Benefit</strong></td>
<td>$1,216 (together with all other income benefits)</td>
</tr>
<tr>
<td><strong>Minimum Weekly Benefit</strong></td>
<td>$25</td>
</tr>
<tr>
<td><strong>Maximum Weekly Benefit Period</strong></td>
<td>52 weeks</td>
</tr>
</tbody>
</table>

**Benefits Actually Payable**
Any weekly benefit actually payable will be reduced by "other income benefits." In figuring any weekly benefit, other income benefits do not include income from any employer or income from any occupation for compensation or profit. If you work while disabled, any weekly benefit payable is adjusted as described in the following section.

**Benefit Adjustment During Return to Work**
If, while benefits are payable, you have income from:

- any employer; or
- from any occupation for compensation or profit;

which is more than 20% of your adjusted Predisability Earnings, the benefit will be reduced only to the extent the amount of that income and the benefit payable, as figured above, exceeds 100% of your adjusted Predisability Earnings.

In figuring any benefit, other income benefits do not include income from any employer or income from any occupation for compensation or profit.
Pregnancy Coverage

Benefits are payable on the same basis as for a disease if a female employee, while covered under this Plan, is absent from active work because of a disabling pregnancy-related condition. A physician's certification that the employee is disabled because of the condition will be necessary. Further, Aetna may request any additional evidence it believes is necessary before deciding that benefits are payable.

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.

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
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

California Institute of Technology

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:
California Institute of Technology

Employer Identification Number:
95-1643307

Plan Number:
601

Type of Plan:
Welfare Benefit Plan

Type of Administration:
Group Insurance Policy with:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

Plan Administrator:
California Institute of Technology
1200 E. California Boulevard
Mail Code 161-84
Pasadena, CA 91125

Agent For Service of Legal Process:
California Institute of Technology
1200 E. California Boulevard
Mail Code 161-84
Pasadena, CA 91125

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

End of Plan Year:
December 31

Source of Contributions:
Employee

Procedure for Amending the Plan:
The Employer may amend the Plan from time to time by a written instrument signed by the Assistant VP of Human Resources or Delegate.
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.

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.

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

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 Coverage Plan

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.

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Group Policy: GP-866280
Cert. Base: 1
Issue Date: May 31, 2019
Effective Date: January 1, 2019

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.
Temporary Disability Income Coverage

This Plan will pay a Weekly Benefit, as described below, for a period of disability caused by a non-occupational disease or injury. There is an Elimination Period. (This is the length of time during a period of disability that must pass before benefits start.)

A "non-occupational disease or injury" is defined as a disease or injury that does not:

• arise out of or in the course of any activity in connection with:
  
  employment; or
  
  self-employment;

whether or not on a full time basis; and

• result, in any way, from a disease or injury, which arises out of such activity.

If proof is furnished to Aetna that a person under the workers' compensation law (or other like law):

• has made claim under such law in connection with a distinct disease or injury; and
• no benefit, award, settlement or redemption has been or will be made under that law for such disease or injury;

that disease or injury will be considered non-occupational.

Conditions that are related to pregnancy may be covered under this Plan. The Summary of Coverage will say if they are.

Definition of Disability
You will be deemed to be disabled if you are not able, solely because of disease or injury, to perform the material duties of your own occupation.

You will not be deemed to be performing the material duties of your own occupation if:

• you are performing some of the material duties of your own occupation; and
• solely due to disease or injury, your income is 80% or less of your predisability earnings.

If your own occupation requires a professional or occupational license or certification of any kind, you will not be deemed to be disabled solely because of loss of license or certification.

Benefits Payable
The benefit is an amount based on your predisability earnings, multiplied by the scheduled benefit percentage. Other income benefits, as defined later, will reduce the benefit actually payable.

If no other income benefits are payable for a given week, the benefit payable under this Plan for that week will be the lesser of:

• the Weekly Benefit; and
• the Maximum Weekly Benefit.
If other income benefits are payable for a given week, the benefit payable under this Plan for that week will be the lesser of:

- the Weekly Benefit; and
- the Maximum Weekly Benefit;

minus all other income benefits.

When Benefits Are Payable

Weekly benefits will be payable if a disability:

- is caused by a non-occupational disease or injury as defined above; and
- starts while you are covered; and
- continues during and past the Elimination Period.

The benefits are payable, after theElimination Period ends, for as long as you continue to be disabled, up to the Maximum Weekly Benefit Period for any one period of disability.

Period of Disability

A period of disability starts on the first day you are disabled as a direct result of a significant change in your physical or mental condition occurring while you are insured under this Plan. You must be under the care of a physician. (You will not be deemed to be under the care of a physician more than 31 days before the date he or she has seen and treated you in person for the disease or injury that caused the disability).

A period of disability ends on the first to occur of:

- The date you cease to be disabled.
- The date you cease to be under the care of a physician.
- The date you refuse to be examined by an independent physician, as requested.
- The date an independent medical exam report, when required, fails to confirm your disability.
- The date you are not undergoing effective treatment for alcoholism or drug abuse, if your disability is caused to any extent by alcoholism or drug abuse. Effective treatment for alcoholism and drug abuse means a program of alcoholism or drug abuse therapy that is prescribed and supervised by a physician and either:
  - has a follow-up therapy program directed by a physician at least a monthly basis; or
  - includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or drug abuse.

These are not effective treatment:

Detoxification. This means solely treating the aftereffects of a specific episode of alcoholism or drug abuse.

Maintenance care. This means primarily providing an environment free of alcohol or drugs.

- The date you have income from any employer or from any occupation for compensation or profit equal to more than 80% of your predisability earnings.
- The date you fail to give proof that you are unable to earn income from any employer or from any occupation for compensation or profit equal to more than 80% of your predisability earnings.
- The date you become eligible for benefits under any other disability benefits plan of the same type carried or sponsored by your Employer, if such date occurs after the date the group contract terminates.
- The date of your death.

How Separate Periods of Disability Are Treated

Once a period of disability has ended, any new period of disability will be treated separately. However, if two or more periods of disability are:

- due to the same or related causes; and
- separated by less than 30 days in a row;
they will be deemed to be one period of disability. Only one Elimination Period will apply. The first period will not be included if it began while you were not covered.

Other Income Benefits
They are:

- 50% of any award provided under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.
- Disability, retirement, or unemployment benefits required or provided for under any law of a government. Examples are:
  
  Unemployment compensation benefits.

Temporary or permanent, partial or total disability benefits under any state or federal workers' compensation law or any other like law, which are meant to compensate the worker for any one or more of the following: loss of past and future wages; impaired earning capacity; lessened ability to compete in the open labor market; any degree of permanent impairment; and any degree of loss of bodily function or capacity.

Automobile no-fault wage replacement benefits to the extent required by law.

Benefits under the Federal Social Security Act, the Railroad Retirement Act, the Canada Pension Plan, and the Quebec Pension Plan.

Veterans' benefits.

- Statutory disability benefits.
- Disability or unemployment benefits under:
  any group insurance plan,
  any other type of coverage for persons in a group. This includes both, plans that are insured and those that are not.

- Voluntarily elected retirement benefits received under any group pension plan; but only to the extent that such benefits were paid for by an employer.

- Disability benefits received under any government retirement system (e.g., CalPERS).

- Disability payments which result from the act or omission of any person whose action caused your disability. These payments may be from insurance or other sources.

- Disability benefits received from an accumulated sick time or salary continuation program provided they are part of an established group plan maintained by your Employer for the benefit of its employees.

Other income benefits include those, due to your disability or retirement, which are payable to: you; your spouse; your children; your dependents.

Effect of Increases In Other Income Benefits
Increases in the level of other income benefits due to the following will be considered "other income benefits":

- a change in the number of your family members;
- a recomputation or recalculation to correct or adjust your benefit level as first established for the period of disability; or
- a change in the severity of your disability.

There may be cost of living increases in the level of other income benefits received from a governmental source during a period of disability. These increases will not be deemed to be "other income benefits."

There may be cost of living or general increases in the level of other income benefits from a non-governmental source during a period of disability. These increases will not be considered other income benefits to the extent they are based on the annual average increase in the Consumer Price Index.
**Other Income Benefits Which Do Not Reduce Benefits**

The amount of any retirement or disability benefits you were receiving from the following sources before the date a period of disability started will not reduce your benefits:

- military and other government service pensions;
- retirement benefits from a prior employer; and
- veteran’s benefits for service related disabilities.

Also, the amount of any income or other benefits you receive from the following sources will not reduce your benefits:

- profit sharing plans;
- thrift or savings plans;
- 401(k) plans;
- Keogh plans;
- employee stock option plans; or
- tax sheltered annuity plans.

**How Aetna Determines Other Income Benefits**

**Lump Sum and Periodic Payments From Any Other Income Benefits:**

Any lump sum or periodic other income payments that you receive will be prorated on a weekly basis over the period of time for which the payment was made. If a period of time is not indicated, Aetna will prorate the payments over a period of time equal to the remaining benefit duration.

That part of the lump sum or periodic payment that is for disability will be counted, even if it is not specifically apportioned or identified as such. If there is not proof acceptable to Aetna as to what that part is, 50% will be deemed to be for disability.

Any of these "Other Payments" that date back to a prior date during a period of disability may be allocated on a retroactive basis.

7538

**Estimated Other Income Payments**

The amount of other income benefits for which you appear to be eligible may be estimated, unless you have signed and returned a reimbursement agreement to Aetna. This agreement contains your promise to repay Aetna for any overpayment of benefits made to you.

If other income benefits are estimated, your weekly benefit will be adjusted when Aetna receives proof:

- of the exact amount awarded; or
- that benefits have been denied after review at the highest administrative level.

Aetna will pay you if any underpayment in your benefit results. You will have to repay Aetna if any overpayment of benefits has resulted. When Aetna has to take legal action against you to recover any overpayment, you will also have to pay Aetna's reasonable attorney's fees and court costs, if Aetna prevails.

7538

**Required Proof of Income**

Aetna has the right to require proof that:

- you, your spouse, child, or dependent has made application for all other income benefits which you or they are, or may be, eligible to receive relative to your disability and has made a timely appeal of any denial through the highest administrative level; timely appeal means making such an appeal as required, but in no case later than 60 days from the latest denial;
- the person has furnished proof needed to obtain other income benefits, which includes, but is not limited to, Workers' Compensation Benefits;
- the person has not waived any other income benefits without Aetna's written consent; and
- the person has sent copies of the documents to Aetna showing the effective dates and the amounts of other income benefits.
In addition to the above, for purposes of Federal Social Security, when a timely application for benefits has been made and denied, a request for reconsideration must be made within 60 days after the denial, unless Aetna states, in writing, that it does not require you to do so. Also, if the reconsideration is denied, an application for a hearing before an Administrative Law Judge must be made within 60 days of that denial unless Aetna relieves you of that obligation.

Aetna also requires proof of income you receive from any occupation for compensation or profit.

You do not have to apply for:

- retirement benefits paid only on a reduced basis; or
- disability benefits under group life insurance if they would reduce the amount of group life insurance;

but, if you do apply for and receive these benefits, they will be deemed to be other income benefits for which proof is required.

If you do not furnish proof of other income benefits, Aetna reserves the right to suspend or adjust benefits by the estimated amount of such other income benefits.

Rehabilitation

Aetna may evaluate you for participation in An Approved Rehabilitation Program.

Exclusions

Temporary Disability Income Coverage does not cover any disability that:

- is due to intentionally self-inflicted injury (while sane or insane).
- results from your commission of, or attempting to commit, a criminal act.
- is due to war or any act of war (declared or not declared).
- is due to insurrection, rebellion, or taking part in a riot or civil commotion.
- is not a non-occupational disease or injury (as defined above); except for sole-proprietors or partners who cannot be covered by workers' compensation law.

On any day during a period of disability that a person is confined in a penal or correctional institution for conviction of a criminal or other public offense:

- the person will not be deemed to be disabled; and
- no benefits will be payable.
Effect Of Benefits Under Other Plans

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 accident and health 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 coverage under the Temporary Disability Income Coverage section of this Plan replaces and supersedes any prior like coverage. It will be in exchange for all privileges and benefits provided under such prior coverage except coverage will not be available as to a particular period of disability for which a benefit is available, or would be available, under the prior coverage in the absence of coverage under this Plan.
General Information About Your Coverage

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 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, your employment will be deemed to cease on your last full day of active work before the start of the lay-off or leave of absence.

If you are not at work due to medical leave of absence, your employment may be continued until stopped by your Employer, but not beyond 6 months from the start of the absence.

If you are not actively at work due to military leave of absence, your employment may be continued until stopped by your Employer, but not beyond 24 months from the start of the absence.

If you are not at work due to an approved leave of absence other than medical, your employment may be continued until end of the month following the date of the approved leave.

In figuring when employment will stop for the purpose 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.

Temporary Disability Income Benefits After Termination
If your Temporary Disability Income coverage terminates during a period of disability which began while you had coverage, any Temporary Disability Income benefits will be available as long as your period of disability continues.

Examinations and Evaluations
Aetna will have the right and opportunity to examine and evaluate any person who is the basis of any claim at all reasonable times while that claim is pending or payable. This will be done at Aetna's expense.
Legal Action
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
No statement 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

Reinstatement of Coverage
If your coverage terminates, you may again become covered in accordance with the terms of this Plan; except that if:

you return to active work within 24 months of the date coverage terminated; and
you request coverage from your Employer within 31 days of your return to active work;
any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

7690

Assignments
Coverage may be assigned only with the consent of Aetna.

6430

Recovery of Overpayment (Temporary Disability Income Coverage)
If payments are made in amounts greater than the benefits that you are entitled to receive, Aetna has the right to do any one or all of the following:

• to require you to return the overpayment on request;
• to stop payment of benefits until the overpayment is recovered;
• to take any legal action needed to recover the overpayment; and
• to place a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any other income, whether on a periodic or lump sum basis.

If the overpayment:

• occurs as a result of your receipt of other income benefits for the same period for which you have received a benefit under this Plan; and
to obtain such other income benefits, advocate or legal fees were incurred;

Aetna will exclude from the amount to be recovered, such advocate or legal fees; provided you return the overpayment to Aetna within 30 days of Aetna's written request for the overpayment. If you do not return the overpayment to Aetna within such 30 days, such fees will not be excluded; you will remain liable for repayment of the total overpaid amount.

An example of "other income" referred to in the preceding paragraph is Workers' compensation.

Reporting of Claims
A claim must be submitted by following the procedure chosen by your Employer. If the procedure requires that claim forms be submitted, they may be obtained at your place of employment or from Aetna. It must give proof of the nature and extent of the loss.

If you must be out of work because you are disabled, a claim for a Temporary Disability Income Benefit should be made right away. Do not wait until you go back to work. This may delay payment of benefits. The deadline for filing a claim for these benefits is 31 days after your benefits are first payable.

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.

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.

Payment of Benefits
Benefits will be paid as soon as the necessary proof to support the claim is received.

All benefits are payable to you.

Temporary Disability Benefits will be paid weekly. They will be paid at the end of each week during the period for which benefits are payable. Weekly benefits for a period less than a week will be prorated. This will be done on the basis of the ratio, to 7 days, of the days of eligibility for benefits during the week.

Any unpaid balance at the end of Aetna's liability will be paid within 30 days of receipt by Aetna of the due written proof.

Aetna may pay up to $ 1,000 of any 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.
Contract Not a Substitute for Workers' Compensation Insurance
The group contract is not in lieu of and does not affect workers' compensation benefits. However, any workers' compensation benefits are considered other income benefits.

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Claim Procedures
Your booklet-certificate contains information on reporting claims. Claim forms may be obtained at your place of employment. 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.

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

An “authorized representative” means a person you authorize, in writing, to act on your behalf. The Plan will also recognize a court order giving a person authority to submit claims on your behalf.

You will be notified of an adverse benefit determination not later than 45 days after 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. The notice of extension will explain the standards on which entitlement to a benefit are based, the unresolved issues that prevent a decision, and the additional information needed to resolve those issues. You will be given at least 45 days after receiving the notice to furnish that information.

Filing of an Appeal of an Adverse Benefit Determination for a Disability Claim
You will have 180 days following receipt of an adverse benefit decision to appeal the decision. You will ordinarily be notified of the decision not later than 45 days after the appeal is received. If special circumstances require an extension of time of up to an additional 45 days, you will be notified of such extension during the 45 days following receipt of your request. 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, documents, 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.
Glossary

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.

**An Approved Rehabilitation Program**
This is a program of physical, mental, or vocational rehabilitation which:

- is expected to result in maximizing your employability; and
- is approved, in writing, by Aetna. The approval will be based on medical evidence and your potential for return to your own occupation.

A rehabilitation program will cease to be an Approved Rehabilitation Program on the earliest to occur of:

- the date you are able to perform the material duties of your own occupation; or
- the date Aetna withdraws, in writing, its approval of the program.

If, in Aetna's judgment, you are able to participate, Aetna may, in its sole discretion require you to participate in an Approved Rehabilitation Program.

This Plan will pay for all services and supplies, approved in advance by Aetna, needed in connection with such participation; except for those for which you can otherwise receive reimbursement from any third party payor, including any governmental benefits to which you may be entitled.

**Consumer Price Index**
The CPI-W, Consumer Price Index for Urban Wage Earners and Clerical Workers is published by the United States Department of Labor. If the CPI-W is discontinued or changed, Aetna reserves the right to use a comparable index.

**Injury**
An accidental bodily injury.

**Own Occupation**
This is the occupation that you are routinely performing when your period of disability begins.

**Physician**
"Physician" means a legally qualified physician. If any part of a period of disability is caused, to any extent, by a mental condition that is described in the most current edition of the DSM, "physician" shall mean a legally qualified physician who:

- specialized in psychiatry; or
- is trained or experienced to evaluate and treat a mental condition.

If any part of a period of disability is caused, to any extent, by a condition related to alcoholism or drug abuse that is described in the most current edition of the DSM, "physician" shall mean legally qualified physician who is trained or experienced to evaluate and treat the condition.

**Predisability Earnings**
This is the amount of salary or wages you were receiving from an employer participating in this Plan on the day before a period of disability started, calculated on a weekly basis.
If you are paid on an hourly basis, your earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week; but not more that 40 hours per week.

If you do not have regular work hours, the calculation of your earnings will be based on the average number of hours you worked per week during the last 12 calendar months (or during your period of employment if fewer than 12 months); but not more than 40 hours per week.

Included in salary or wages are:

• Contributions you make through a salary reduction agreement with your Employer to any of the following:
  
  A Internal Revenue Code (IRC) Section 125 plan for your fringe benefits.
  
  An IRC 401(k), 403(b) or 457 deferred compensation arrangement.
  
  An executive nonqualified deferred compensation agreement.

Not included in salary or wages are:

• Awards and bonuses.
• Overtime pay.
• Shift Differential
• Commissions
• Contributions made by your Employer to any deferred compensation arrangement or pension plan.
Confidentiality Notice
Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

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

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

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.
Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved 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.

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.

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.

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.
The group policy specified above has been amended. The following summarizes the changes in the group policy, and the Certificate of Insurance describing the policy terms is amended accordingly. This amendment is effective on the date shown above.

1) The **Benefit Reductions While Disabled and Working** (or any other similarly named provision) shown in your *Summary of Coverage* is amended to read as follows:

**Benefit Reductions While Disabled and Working**

If, while benefits are payable, you have income from:

- your employer; or
- any other employer for whom you began working after the date a period of disability started, as described in the provisions below;

which is more than 20% of your Predisability Earnings; the weekly benefit will be reduced only to the extent the sum of the amount of that income and the weekly benefit payable, without any reduction for other income benefits, exceeds 100% of your Predisability Earnings.

Income means income you earn, while disabled and working, from your Employer and from any other employer for whom you began working after the date a period of disability started.

2) The **General** section shown in your *Summary of Coverage* is amended as shown below:

**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.

This Summary of Coverage is part of your Booklet-Certificate, and should be kept with your Booklet-Certificate. Coverage is underwritten by Aetna Life Insurance Company.
3) The following TEST OF DISABILITY section replaces in its entirety the DEFINITION OF DISABILITY section or any other like section shown in your Booklet-Certificate.

**Test of Disability**

**Total Disability**
You will be deemed to be totally disabled when, as a result of disease or injury, you are unable to perform with reasonable continuity the substantial and material acts necessary to pursue your own occupation in the usual or customary way and you are not working in your own occupation.

**Partial Disability**
You will not be deemed to be partially disabled on any day if you are not Totally Disabled and that while actually working in your own occupation, as a result of disease or injury you are unable to earn 80% or more of your adjusted predisability earnings.

The following applies to both Total Disability and Partial Disability:

If your own occupation requires a professional or occupational license or certification of any kind, you will not be deemed to be disabled solely because of loss of that license or certification.

4) The section entitled A PERIOD OF DISABILITY shown in your Booklet-Certificate is replaced in its entirety with the following:

**Period of Disability**
A period of disability starts on the first day you are disabled as a direct result of a significant change in your physical or mental condition occurring while you are insured under this Plan.

A period of disability ends on the first to occur of:

- The date you are not disabled.
- The date you fail to give proof that you are still disabled.
- The date you refuse to be examined.
- The date you cease to meet the Care of Physician Requirement described in the following section.
- The date you reach the expiration of your Maximum Weekly Benefit Period shown in the Summary of Coverage.
  - The date you are not undergoing effective treatment for alcoholism or drug abuse, if your disability is caused to any extent by alcoholism or drug abuse.
- The date you become eligible for benefits under any other temporary disability benefits plan carried or sponsored by your Employer, if such date occurs after the date the group contract terminates.
- The date of your death.

5) The CARE OF PHYSICIAN REQUIREMENT provision is added to your Booklet-Certificate:

**Care of Physician Requirement**
You must be under the care of a physician until such time that the care will not:
- Improve the conditions(s) causing your disability; or
- Prevent a worsening of the condition(s) causing your disability.
6) The **OTHER INCOME BENEFITS** section shown in your *Booklet-Certificate* is replaced in its entirety with the following:

**Other Income Benefits**

They are:

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- 50% of any award received under The Jones Act, the Longshoremen’s and Harbor Worker’s Act or The Maritime Doctrine of Maintenance, Wages and Cure.

- Disability or retirement benefits received under the Federal Social Security Act, the Railroad Retirement Act, the Canada Pension Plan, and the Quebec Pension plan or any similar plan or act of a government.

- Temporary disability benefits received under any state or federal workers' compensation law.

- Disability benefits received under any other state or federal occupational disease law.

- Disability benefits received under any government retirement system. (e.g., CalPERS).

- Disability benefits received from any statutory disability plan.

- Disability benefits received from an accumulated sick time or salary continuation program provided they are part of an established group plan maintained by your Employer for the benefit of its employees.

- Disability benefits received under any plan or arrangement of coverage:
  - as a result of employment by or association with the Employer; or
  - as a result of membership in or association with any group, association, union or other organization:
    (e.g. a retirement program, life insurance that included a disability provision, etc.).
    This includes both plans that are insured and those that are not.

- Retirement benefits received under any group pension plan, but only to the extent that such benefits were paid for by an employer.

- Disability payments, less attorney’s fees, that are received as compensation for lost wages which result from the act or omission of any person whose action caused your disability. These payments may be from insurance or other sources.

Other income benefits include only those that you, your dependent spouse or your other dependents received as a result of your period of disability for which benefits are payable.

**IMPORTANT: PLEASE REFER TO THE “BENEFIT REDUCTIONS WHILE DISABLED AND WORKING” PROVISION IN THE SUMMARY OF COVERAGE.**

7) The **OTHER INCOME BENEFITS WHICH DO NOT REDUCE BENEFITS** section shown in your *Booklet-Certificate* is replaced in its entirety with the following:

**Other Income Benefits Which Do Not Reduce Weekly Benefits**

The amount of any retirement or disability benefits you were receiving from the following sources before the date you become disabled under this TDI Plan will not reduce your weekly benefits:

- military and other government service pensions;
- retirement benefits from a prior employer;
Also, the amount of any income or other benefits you receive from the following sources will not reduce your benefits:

- profit sharing plans;
- thrift or savings plans;
- 401(k) plans;
- Keogh plans;
- employee stock option plans;
- tax sheltered annuity plans;
- severance pay;
- veteran's benefits for service related disabilities;
- unemployment compensation benefits;
- individual disability income policies; or
- individual retirement accounts (IRAs).

8) The **How Aetna Determines Other Income Benefits** section shown in your *Booklet-Certificate* is replaced in its entirety with the following:

**How Aetna Determines Other Income Benefits**

Lump Sum and Periodic Payments From Any Other Income Benefits:

Any lump sum or periodic other income payments that you receive will be prorated on a weekly basis over the period of time for which the payment was made. If a period of time is not indicated, Aetna will prorate the payments over a reasonable period of time, taking into account the expected length of disability benefits and other relevant factors.

Only that part of the lump sum or periodic payment that is specifically apportioned or identified as being for disability will be counted.

Any of these "Other Income Payments" that date back to a prior date may be allocated on a retroactive basis.

**Estimated Other Income Payments**

If other income benefits are estimated, your weekly benefit will be adjusted when we receive proof:

- of the exact amount awarded; or
- that you have pursued other income benefits with reasonable diligence.

Aetna will pay you if any underpayment in your weekly benefit results. You will have to repay Aetna if any overpayment results. When Aetna has to take legal action against you to recover any overpayment, you will also have to pay Aetna's reasonable attorney's fees and court costs, if Aetna prevails.

9) The **Required Proof of Income** section shown in your *Booklet-Certificate* is replaced in its entirety with the following:

**Required Proof of Income**

You, your spouse, child, or dependent must apply for all other income benefits which you or they are, or may be, eligible to receive relative to your disability.

Aetna has the right to require proof that:

- application(s) for all applicable other income benefits have been made;
- the person has pursued the other income benefits with reasonable diligence;
- the person has furnished proof needed to obtain other income benefits;
- the person has not waived any other income benefits without Aetna's written consent; and
- the person has sent copies of the documents to Aetna showing the effective dates and the amounts of other income benefits.

Aetna also requires proof of income you receive from any occupation for compensation or profit.

You do not have to apply for:

- retirement benefits paid only on a reduced basis; or
disability benefits under group life insurance if they would reduce the amount of group life insurance;

but, if you do apply for and receive these benefits, they will be deemed to be other income benefits for which proof is required.

If you do not furnish proof of other income benefits, Aetna reserves the right to suspend or adjust benefits by the estimated amount of such other income benefits when Aetna has both a reasonable, good faith belief that you are entitled to other income benefits and the means of reasonably estimating the amount payable.

10) The EXCLUSIONS section shown in your Booklet-Certificate is replaced in its entirety with the following:

**Exclusions**
Temporary Disability Income Coverage does not cover any disability that:

- is due to intentionally self-inflicted injury (while sane or insane).
- results from your committing, or attempting to commit, an assault, battery, or felony.
- is due to war or any act of war (declared or not declared).
- is due to: participation in insurrection, rebellion, or taking part in a riot or civil unrest.
- is not a non-occupational disease (as defined) or non-occupational injury (as defined; except for sole-proprietors or partners who cannot be covered by workers' compensation law.)

On any day during a period of disability that a person is confined in a penal or correctional institution for conviction of a criminal or other public offense:

- the person will not be deemed to be disabled; and
- no benefits will be payable.

11) The REPORTING OF CLAIMS SECTION shown in your Booklet-Certificate is replaced in its entirety with the following:

**Reporting of Claims**
A claim must be submitted by following the procedure chosen by your Employer. If the procedure requires that claim forms be submitted, they may be obtained at your place of employment or from Aetna. It must give proof of the nature and extent of the loss.

**Reporting of Temporary Disability Benefit Claims**
A claim must be submitted by following the procedure chosen by your Employer. If the procedure requires that claim forms be submitted, they may be obtained at your place of employment or from Aetna. It must give proof of the nature and extent of the loss.

**Reporting of Other 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.

The deadline for filing a claim for benefits is 90 days after the end of the elimination period. If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will be accepted if you file as soon as possible; but not later than 1 year after the deadline unless you are legally incapacitated. Otherwise, late claims will not be covered.

12) The NOTICE OF CLAIM AND CLAIM FORMS provision shown in your Booklet-Certificate under the General Information About Your Coverage is amended to read as follows:

**Notice of Claim and Claim Forms**
Written notice of claim must be furnished to Aetna. This must be done within 90 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 to the person within 15 days, written proof of loss must still be furnished covering the occurrence, the character and the extent of the loss for which claim is made within the 90 day period specified above.
13) The following **TIME LIMIT ON CERTAIN DEFENSES** provision is added to the **General Information About Your Coverage** section in your *Booklet-Certificate*:

**Time Limit on Certain Defenses**
After two years from the effective date of your coverage, no misstatements, except fraudulent misstatements, made by you in the application for this coverage shall be used to void the policy or to deny a claim for loss incurred or disability (as defined) commencing after the expiration of the two year period.

No claim for loss incurred or disability (as defined) commencing after two years from the date of issue of this coverage shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of this coverage.

14) The **GLOSSARY** section shown in your *Booklet-Certificate* is revised as follows:

a. The definition of **INJURY** is replaced with the following:

**Injury**
Physical harm or damage to your body.

b. The definition of **OWN OCCUPATION** is replaced with the following:

**Own Occupation**
Any employment, business, trade or profession and the **substantial and material acts** of the occupation you were regularly performing for your employer when your period of disability began. **Own Occupation** is not necessarily limited to the specific job you performed for your employer.

c. The following definition of **SUBSTANTIAL AND MATERIAL ACTS** is added:

**Substantial and Material Acts**
The important tasks, functions and operations generally required by employers from those engaged in your **own occupation** and cannot be reasonably omitted or modified.

In determining what ‘substantial and material acts’ are necessary to pursue your **own occupation**, we will first look at the specific duties required by your employer. If you are unable to perform one or more of these duties with reasonable continuity, we will then determine whether those duties are customarily required of other employees engaged in your **own occupation**. If any specific, material duties required of you by your employer differ from the material duties customarily required of other employees engaged in your **own occupation**, then we will not consider those duties in determining what ‘substantial and material acts’ are necessary to pursue your **own occupation**.

Mark T. Bertolini
Chairman, Chief Executive Officer and President