BENEFIT PLAN

Prepared Exclusively for California Institute Of Technology

Life Insurance, Dependent Life Insurance and Accidental Death and Personal Loss - Benefit Based Faculty, including Staff, Affiliates and Postdoctoral Scholars

What Your Plan Covers and How Benefits are Paid

Caltech
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Additional topics such as:
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- Life Insurance Coverage
- Eligibility, Enrollment and Effective Date of Your Coverage
- Naming Your Beneficiary
- Conversion Benefit
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- Child Care Benefits
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- Double Indemnity on a Common Carrier Benefit
- Children’s Double Indemnity Benefit
- Medical Coverage Funding Benefit
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In the context of the document:
- Coverage for You and Your Dependents
- Life Insurance Coverage
- Electing Coverage
- Portability Effective Date
- Features of the Portable Life Insurance
- Evidence of Good Health
- Evidence Requirements
- Evidence Requirements for Dependents
- Preparing Requests Submitted More Than 31 Days after the Dependent Eligibility Date
- Preface
- Important Information Regarding Availability of Coverage
- How the Plan Works
- Covered Losses
- Total Disability Death Benefit
- Additional Benefits under the Accidental Death and Personal Loss Plan
- Passenger Restraint and Airbag Benefit
- Education Benefits
- Child Care Benefits
- Repatriation of Remains
- Spouse Common Accident Benefit
- Double Indemnity on a Common Carrier Benefit
- Children’s Double Indemnity Benefit
- Medical Coverage Funding Benefit
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- Changes in Contributory Coverage
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- When Coverage Ends For Employees
- When Coverage Ends For Dependents
- Continuation of Coverage
- Physically or Mentally Disabled Dependent Children
- Converting to an Individual Life Insurance Policy
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- Your Premiums and Payments
- Electing Conversion
- When An Individual Policy Becomes Effective
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- Timeframe
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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
https://www.insurance.ca.gov/01-consumers/101-help/index.cfm

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.
Schedule of Benefits

Employer: California Institute Of Technology

Group Policy Number: GP-866280

Issue Date: May 31, 2019
Effective Date: January 1, 2019
Schedule: 1A
Cert Base: 1

For: Life Insurance, Dependent Insurance and Accidental Death and Personal Loss - Benefit Based Faculty, Staff and Affiliates

This is an ERISA plan, and you have certain rights under this plan. Please contact your Employer for additional information.
Schedule of Life Insurance Benefits

Employees

Basic Schedule

Classification
All Employees

Amount
100% of your basic annual earnings, as determined by your employer, rounded to the next higher $1,000, if not an integral multiple of $1,000.
Maximum: $50,000.
# Employees

(Gr.9N 5-02-01 01)

## Supplemental Schedule

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Employees</td>
<td>100% of your basic annual earnings, as determined by your employer, rounded to the next higher $10,000, if not an integral multiple of $10,000. Maximum: $1,000,000 Minimum: $10,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Option 1</th>
<th>100% of your basic annual earnings, as determined by your employer, rounded to the next higher $10,000, if not an integral multiple of $10,000. Maximum: $1,000,000 Minimum: $10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 2</td>
<td>200% of your basic annual earnings, as determined by your employer, rounded to the next higher $10,000, if not an integral multiple of $10,000. Maximum: $1,000,000 Minimum: $10,000</td>
</tr>
</tbody>
</table>

| Option 3       | 300% of your basic annual earnings, as determined by your employer, rounded to the next higher $10,000, if not an integral multiple of $10,000. Maximum: $1,000,000 Minimum: $10,000 |

| Option 4       | 400% of your basic annual earnings, as determined by your employer, rounded to the next higher $10,000, if not an integral multiple of $10,000. Maximum: $1,000,000 Minimum: $10,000 |

| Option 5       | 500% of your basic annual earnings, as determined by your employer, rounded to the next higher $10,000, if not an integral multiple of $10,000. Maximum: $1,000,000 Minimum: $10,000 |

Note: Your overall combined maximum for Basic and Supplemental Life Insurance is $1,050,000.

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 make a change, your employer can provide you with information on how and when changes can be made.
Evidence Requirements

To become insured for Supplemental Life Insurance coverage, certain requirements will need to be met. You can become insured for Supplemental Life Insurance in excess of the lesser of 3 times your basic annual earnings or $500,000 as long as you submit evidence of good health, and Aetna approves. If Aetna does not approve your evidence of good health, the amount of Supplemental Life Insurance will be limited to the Guaranteed Standard Issue amount.

Timely Elections when first Eligible
If you elect Supplemental Life Insurance, the following rules apply to your selection and coverage amount:

- If your initial selection of coverage is considered late, you will have to provide us with Evidence of Good Health, and we must approve your Evidence of Good Health before your coverage is effective.
- If your initial selection is more than 3 times your salary or more than $500,000, you will have to provide us with Evidence of Good Health to be insured above the lesser of 3 times your salary or more than $500,000.
- When your initial selection is more than 3 times your salary or $500,000, you will not be covered for more than that, until we approve your Evidence of Good Health. For the purposes of future enrollments, if your coverage is at the $500,000 guaranteed issue amount, we will consider you to be enrolled in the salary option that’s closest to $500,000.

At Annual Enrollment

- Once insured, you are allowed to increase your coverage by one times your salary during each subsequent annual enrollment period without Evidence of Good Health, even if the increase takes you above 3 times your salary or $500,000.
- Once insured, you will have to provide us with Evidence of your Good Health if you elect to increase coverage by more than one salary level. Even if you had done so previously and we approved it.
- If you apply for an Accelerated Death Benefit and we approve your claim, you cannot increase your coverage by any amount without Evidence of Good Health which we must approve.

Late Elections
If you do not or did not elect Supplemental Life Insurance within 31 days of the date you were first eligible to elect it, whether under this Plan or any other group plan sponsored by the Policyholder, no coverage under this Plan will not take effect until you submit Evidence of Good Health to Aetna. If Evidence of Good Health is not approved by Aetna, you will not be eligible for coverage under this Plan.
## Dependents Schedule (GR-9N S-02-02 01)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse or domestic partner</td>
<td>$10,000 or increments of $10,000 to a maximum of $200,000</td>
</tr>
<tr>
<td>Unmarried child, age from live birth to age 26 years</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

*but not more than 100% of the amount of your Supplemental Life Insurance under this plan.

### Evidence Requirements for Dependents

For your dependents to become eligible for life insurance coverage, certain requirements will need to be met. Note that the dependent eligibility date is the date you can first elect coverage for a dependent under this plan or any prior group plan.

### Requests Submitted More Than 31 Days after the Dependent Eligibility Date

If you request life insurance coverage for a dependent spouse or domestic partner more than 31 days after the dependent eligibility date, the dependent spouse or domestic partner can become insured as long as you submit evidence of the dependent's good health, and Aetna approves.

If you must submit evidence of your or your dependent's good health, you must notify Aetna if any information that has been submitted to Aetna on your or your dependent's behalf has or would change as a result of knowledge gained prior to Aetna notifying you that you or your dependents have been approved for the life insurance amount which is subject to evidence of good health.
Accelerated Death Benefit (ADB) (GR-9N 03-003 01)

Employees and Dependent Spouses and domestic partners

*The following applies to Employees:*

<table>
<thead>
<tr>
<th>ADB months</th>
<th>24 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADB percentage</td>
<td>up to 80%</td>
</tr>
<tr>
<td>ADB minimum</td>
<td>$5,000</td>
</tr>
<tr>
<td>ADB maximum</td>
<td>up to $500,000</td>
</tr>
</tbody>
</table>

*The following applies to Dependents:*

<table>
<thead>
<tr>
<th>ADB months</th>
<th>24 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADB percentage</td>
<td>up to 25%</td>
</tr>
<tr>
<td>ADB maximum</td>
<td>up to $250,000</td>
</tr>
</tbody>
</table>
Accidental Death and Personal Loss Coverage
(Grant & Grant 03-01 01)

Schedule of Accidental Death and Personal Loss Benefits

Employees
Supplemental Schedule
Classification  Principal Sum
Option 1  $10,000
Option 2  $25,000
Option 3  $50,000
Option 4  $75,000
Option 5  $100,000
Option 6  $125,000
Option 7  $150,000
Option 8  $200,000
Option 9  $250,000
Option 10  $300,000
Option 11  $350,000
Option 12  $400,000
Option 13  $450,000
Option 14  $500,000

Maximum - $500,000
Minimum - $10,000
<table>
<thead>
<tr>
<th>Dependents Schedule Classification</th>
<th>Principal sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage for your dependents</td>
<td></td>
</tr>
<tr>
<td>Spouse or domestic partner</td>
<td></td>
</tr>
<tr>
<td>Without dependent child</td>
<td>60% of your principal sum - Maximum $180,000</td>
</tr>
<tr>
<td>With dependent child</td>
<td>50% of your principal sum - Maximum $150,000</td>
</tr>
<tr>
<td>Each dependent child</td>
<td></td>
</tr>
<tr>
<td>Option 1 and Option 2</td>
<td>$5,000</td>
</tr>
<tr>
<td>Option 3 through Option 10</td>
<td>20% of Your Principal Sum if there is no insured Dependent Spouse covered at the time of the Accident; or 15% of Your Principal Sum if there is an insured Dependent Spouse covered at the time of the Accident</td>
</tr>
<tr>
<td>Option 11 through Option 14</td>
<td>$60,000 if there is no insured Dependent Spouse covered at the time of the Accident; or $45,000 if there is an insured Dependent Spouse covered at the time of the Accident</td>
</tr>
</tbody>
</table>

The amount of the person's Principal Sum will be based on the amount of coverage in-force on the date of the accident, not the amount of coverage that may be in-force at the time of the loss.

You may elect any one of the available options shown above for Supplemental Accidental Death and Personal Loss Coverage. Once you have made a selection, if you wish to make a change in your coverage, your employer will provide you with information on how and when changes can be made.
# Additional Accidental Death and Personal Loss Benefit Maximums

(GR-9N-S-03-02-01)

## Employees and Dependents

<table>
<thead>
<tr>
<th>Benefit Type</th>
<th>Maximum Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Passenger Restraint Benefit Maximum</strong></td>
<td>15% to a maximum of $50,000 for you; 15% to a maximum of $50,000 for each covered dependent</td>
</tr>
<tr>
<td><strong>Airbag Benefit Maximum</strong></td>
<td>One half of a person's Passenger Restraint Benefit</td>
</tr>
<tr>
<td><strong>Education Benefit Maximum</strong></td>
<td>Your actual expenses not to exceed 5% of your or your spouse's or domestic partner's principal sum or $5,000 per year for up to 4 years, whichever is less for each dependent child. Your actual expenses not to exceed 5% of your principal sum or $5,000 per year for up to 4 years, whichever is less for your spouse or domestic partner.</td>
</tr>
<tr>
<td><strong>Child Care Benefit Maximum</strong></td>
<td>Your actual expenses not to exceed 5% of your principal sum or $5,000 per year per child for up to 4 years, whichever is less for each child.</td>
</tr>
<tr>
<td><strong>Repatriation of Remains Benefit Maximum</strong></td>
<td>Your actual expenses up to $5,000</td>
</tr>
<tr>
<td><strong>Double Indemnity on a Common Carrier Benefit Maximum</strong></td>
<td>An amount equal to your principal sum not to exceed $500,000 for you; An amount equal to the principal sum not to exceed $500,000 for each covered dependent</td>
</tr>
<tr>
<td>Benefit Description</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Spouse or domestic partner Common Accident Benefit Maximum</td>
<td>$500,000</td>
</tr>
<tr>
<td>Children’s Double Indemnity for each covered dependent</td>
<td>1X the principal sum payable for the covered loss</td>
</tr>
<tr>
<td>Rehabilitation Training Benefit</td>
<td>The lesser of actual expenses or 20% of your principal sum not to exceed $5,000</td>
</tr>
<tr>
<td>Medical Coverage Funding Benefit</td>
<td>The lesser of actual expenses or 5% of your principal sum not to exceed $5,000 for a maximum benefit period of 36 months</td>
</tr>
</tbody>
</table>

**General (GR-9N 5-28-01 01)**

This Schedule of Benefits replaces any similar Schedule of Benefits previously in effect under your plan of benefits. Requests for coverage other than that to which you are entitled in accordance with this Schedule of Benefits cannot be accepted. This Schedule is part of your Booklet-Certificate and should be kept with your Booklet-Certificate form GR-9N. Coverage is underwritten by Aetna Life Insurance Company.
Aetna Life Insurance Company (ALIC) is pleased to provide you with this Booklet-Certificate. Read this Booklet-Certificate carefully. The plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut (referred to as Aetna).

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

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

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

Group Policyholder: California Institute Of Technology
Group Policy Number: GP-866280
Effective Date: January 1, 2019
Issue Date: May 31, 2019
Booklet-Certificate Number: 1

Mark T. Bertolini
Chairman, Chief Executive Officer and President
Aetna Life Insurance Company
(A Stock Company)
Important Information Regarding Availability of Coverage (GR-9N 02:005 02)
No benefits are covered under this Booklet-Certificate in the absence of payment of current premiums subject to the Grace Period and the Premium section of the Group Insurance Policy.

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

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

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

Coverage for You and Your Dependents (GR-9N 02:020 01 CA)

Life Insurance Coverage (GR-9N 02:015 01)
A benefit is payable if you lose your life or a covered dependent loses his or her life while coverage is in effect. Please refer to the Life Insurance and Life Insurance For Your Dependents sections for more details about covered losses.

Accidental Death and Personal Loss Coverage (GR-9N 02:015 01)
A benefit is payable for certain losses if both of the following occur while your coverage is in effect:

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

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

Who is Eligible

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

Employees

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

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

Determining if You Are in an Eligible Class

You are in an eligible class if:

- You are a regular full-time Benefit Based Faculty, Staff, Affiliates, including Faculty, Other Faculty Temporary and Non Faculty Appointments, Postdoctoral Scholars, and Sr. Postdoctoral Scholars employee 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 during your Employer's work week.

Determining When You Become Eligible

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

On the Effective Date of the Plan

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

After the Effective Date of the Plan

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

If you enter an eligible class after the effective date of this plan, your coverage eligibility date is the date you enter the eligible class.
Obtaining Coverage for Dependents  (GR-9N-29.010.01 CA)
Your dependents can be covered under your plan. You may enroll the following dependents:

- Your legal spouse; or
- Your domestic partner who meets the rules set by your employer as outlined in the Coverage for Domestic Partners section following; and
- Your dependent children.

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

Coverage for Domestic Partner  (GR-9N-29.010.01 CA)
To be eligible for coverage, you and your domestic partner will need to:

- 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; and
- are "domestic partners" as determined in accordance with rules set by your Employer.

Coverage for Dependent Children  (GR-9N-29.010.08 CA)
To be eligible for coverage, a dependent child must be under 26 years of age.

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 physically or mentally disabled child, regardless of age, whose coverage was continued under your former plan of insurance that was in effect on the day before the effective date of this coverage;
- Any children for whom you are responsible under court-order.
- Your grandchildren in your court-ordered custody; and
- Any other child who lives with you in a parent-child relationship.

Coverage for a physically or mentally disabled child may be continued past the age limits shown above. See Physically or Mentally Disabled Dependent Children for more information.

How and When to Enroll  (GR-9N-29.015.02)

Enrollment
You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by Aetna and your employer. To complete the enrollment process, you will need to provide all requested information for yourself and your eligible dependents including any evidence of good health. You will also need to agree to make required contributions for any contributory coverage. Your employer will determine the amount of your plan contributions, and will advise you of the required amount. Your contributions will be deducted from your pay. Remember plan contributions are subject to change.

You will need to enroll within 31 days of your eligibility date.

For Dependent Life Insurance and Accidental Death and Personal Loss Coverage, newborns are automatically covered until the 31st day after birth. To continue coverage after 31 days, you will need to complete a change form and return it to your employer within the 31-day enrollment period.
Evidence of Good Health *(GR-9N 29.015.02)*
You must provide evidence of good health that is satisfactory to Aetna if:

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

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

- Complete and sign a health and medical history form provided by Aetna;
- Submit to a medical examination, if requested;
- Provide any additional information that Aetna may require including attending physician's statements; and
- Furnish all such evidence at your own expense.

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

Your Effective Date of Coverage
Your coverage takes effect on:

- The date you are eligible for coverage

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

Your Dependent’s Effective Date of Coverage
Your dependent’s coverage takes effect on the same day that your coverage becomes effective, if you have enrolled them in the plan by then.

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

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

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

How the Plan Works

Naming Your Beneficiary

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

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

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

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

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

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

If Your Beneficiary Dies Before You

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

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

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

If Your Beneficiary Is a Minor
The method of payment will differ if your beneficiary is:

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

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

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

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

Conversion Benefit (GR-9N 03-010 01)
A life conversion option may be available without a medical exam if you apply for it within 31 days of your loss of eligibility under the plan. For more information about the conversion provision, refer to the Conversion section.

Permanent and Total Disability Benefit (GR-9N 03-045 01)
In the event you become disabled as the result of a disease or injury, you may be eligible for a permanent and total disability benefit if a determination of permanent and total disability is made. You will not have to make any further contributions for life insurance coverage, and your employer will not have to make premium payments on your behalf.

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

Permanently and Totally Disabled
You are permanently and totally disabled under this plan on any day if, due to disease or injury you are not able to:

- Perform with reasonable continuity all of the material duties necessary to pursue your own occupation in the usual and customary way; and
- Engage with reasonable continuity in another occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity.

Qualifying for the Permanent and Total Disability Benefit (GR-9N 03-040 01)
You must meet all of the following criteria to qualify for this benefit:

- You must be insured under this plan when you stop active work due to your disease or injury;
- You must be under age 65 when you stop active work; and
- You must be absent from active work for 6 consecutive months without interruption.

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

You must give Aetna a written notice of claim for this extended benefit. Aetna must receive your notice within 12 months from the date you stop active work. If your written notice is not received within 12 months of the date you stop active work, you will not be eligible for this benefit extension.
You must furnish proof of your permanent and total disability upon request by Aetna. Aetna also has the right to have a physician examine you, at no cost to you. This information will allow Aetna to determine if you are permanently and totally disabled.

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

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

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

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

- The date Aetna sends you a request (at the most recent address in its records) for:
  - An exam or proof that you are still permanently and totally disabled; and
  - You do not go for the exam or provide proof of your continued disability within 31 days of that date.
- The date you are able to engage with reasonable continuity in another occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity;
- The date you begin working at any job for pay or profit;
- The date you reach the amended 1983 Social Security Normal Retirement Age. See the chart below.

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

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

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

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

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

- Your life insurance premium payments ended while you were absent from work due to disease or injury and before Aetna received your written notice of claim for the permanent and total disability benefit;
- You were continuously absent from active work until the time of your death;
- Your death occurred no later than 12 months after premium payments stopped;
• You would have qualified for the permanent and total disability benefit except that:
  – You were not absent from work for 6 consecutive months without interruption; or
  – Aetna had not yet received or approved your claim for the permanent and total disability benefit.

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

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

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

**Extended Life Insurance Benefit (GR-9N 03-065-01 CA)**

If Aetna continues your life insurance under the terms of the permanent and total disability feature of the plan, your dependent life insurance will continue without a premium charge, as long as our employee life insurance continues and your covered dependent is eligible.

Your dependent life insurance coverage will terminate when the first of the following events occurs:

- All dependent life insurance coverage terminates, or dependent life insurance coverage for your eligible class terminates under the group contract.
- A covered dependent becomes covered as an employee.
- A covered dependent ceases to be an eligible dependent.
- Your coverage under the permanent and total disability feature terminates.

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

The plan’s Accelerated Death Benefit feature allows you to receive a partial life insurance benefit if you, your spouse or your domestic partner are:

- Diagnosed with a terminal illness and not expected to survive more than the ADB Months; or
- Diagnosed with one of the following medical conditions:
  – Amyotrophic Lateral Sclerosis (Lou Gehrig’s disease);
  – End stage heart, kidney, liver and/or pancreatic organ failure and you are not a transplant candidate;
  – A medical condition requiring artificial life support, without which you would die; or
  – A permanent neurological deficit resulting from a cerebral vascular accident (stroke) or a traumatic brain injury which are both expected to result in life-long confinement in a hospital or skilled nursing facility.

**Important Reminder**

You cannot request an Accelerated Death Benefit payment if you have assigned your life insurance benefits, or the life insurance benefits of your spouse or domestic partner.
The Amount of Accelerated Death Benefit (ADB)
You can request up to the Accelerated Death Benefit percentage of the life insurance that is currently in effect for the person for whom you are making the request. The amount you request cannot be:

- Less than the Accelerated Death Benefit minimum; or
- More than the Accelerated Death Benefit maximum.

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

Requesting an Accelerated Death Benefit (ADB) (GR-9N 03-080 02)
To request the Accelerated Death Benefit, you must complete and submit a request form to Aetna. The request form must include:

- A statement of the amount requested; and
- A physician's statement verifying that you are suffering from a non-correctable terminal illness, or, are suffering from one of the listed medical conditions that is expected to result in a drastically limited life span. The statement must also provide the following information:
  - All medical test results;
  - Laboratory reports; and
  - All supporting documentation and information on which the physician's statement is based.

Submit the form to Aetna. Aetna may, at its own expense, require you or your spouse or domestic partner to submit to an independent medical exam by a physician it chooses. Aetna will not process your Accelerated Death Benefit request until the exam has been completed and Aetna has received the results.

Aetna May Refuse Your Accelerated Death Benefit Request (ADB):
Aetna may stop processing your Accelerated Death Benefit request or refuse your Accelerated Death Benefit request if:

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

Accelerated Death Benefit Payment (ADB) (GR-9N 03-085 02)
If your request is approved, Aetna will pay you the Accelerated Death Benefit in a lump sum. The amount will be reduced by interest charges that would have accrued on the requested amount.

- The interest charge is equal to the sum of daily interest that would have accrued on that amount during the Accelerated Death Benefit months that follow your request for an Accelerated Death Benefit payment.

Important Reminder
The interest rate used to calculate the interest charge will not exceed the current yield on 90-day Treasury bills on the date the Accelerated Death Benefit payment is requested.

Effect of an Accelerated Death Benefit Payment on (ADB):
Your Life Insurance Benefit
The amount of life insurance covering you, your spouse or domestic partner will be reduced by the amount of the Accelerated Death Benefit payment, plus the interest charges.
Life Conversion
An Accelerated Death Benefit payment affects the amount of life insurance you, your spouse or domestic partner is eligible to convert to an individual policy. The converted amount will be limited to the reduced amount of life insurance after the Accelerated Death Benefit payment.

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

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

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

Reductions in ADB Benefits Due to Age or Retirement (ADB)
The plan’s age and retirement reduction rules will be applied to an ADB payment. If your life insurance amount or the life insurance of your spouse or domestic partner would be reduced due to age or retirement in the ADB months following the date you request an ADB, the ADB payment will be adjusted accordingly. The ADB payment will be calculated by multiplying:

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

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

Claims of Creditors
To the extent allowed by law:

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

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

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

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

- Full-time, active military personnel; and
- Children who are not born alive.

Refer to Eligibility for more information about dependent eligibility.

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

Life Insurance coverage may be continued if coverage under the group plan ends because:

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

**Eligibility Criteria**

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

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

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

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

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

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

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

**Electing Coverage**

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

To do so you must:

- Obtain a portability request form from your employer and complete it.
- Submit evidence of good health if you are applying for more than the maximum that can be applied for without evidence of good health.
- Submit the first premiums due, for the amounts not requiring evidence of good health with the completed request form to Aetna.
Portability Effective Date
Life insurance coverage, which does not require evidence of good health, continued under this provision will become effective following the end of the 31 day election period if you have completed a portability request form and submitted the first premium.

Life insurance coverage which requires evidence of good health under this provision will become effective on the date Aetna approves your evidence of good health. You are required to submit premium for the amount of life insurance requiring evidence of good health within 31 days of Aetna’s approval.

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

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

The following applies to Combined Basic and Supplement Life Amounts:

<table>
<thead>
<tr>
<th>Maximum Amount</th>
<th>You</th>
<th>Dependent Spouse or Domestic Partner</th>
<th>Dependent Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>The maximum amount, without evidence of good health, will be the lesser of the amount of insurance when coverage ends and</td>
<td>$500,000</td>
<td>$100,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>The maximum amount with evidence of good health will be the “lesser of” the amount of insurance when coverage ends and</td>
<td>$1,000,000</td>
<td>$100,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

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

Evidence of Good Health
Evidence of good health will be required if you apply for life insurance in excess of:

- $500,000 for yourself; or
- $100,000 for your spouse or domestic partner.

If Aetna does not approve an evidence of good health for you or your dependent, the amount for which you have applied will be limited to the amount for which you can apply without evidence of good health.

If evidence of good health for you or your dependent is approved by Aetna, you will be billed separately for the amount of the coverage requiring evidence approval. If you die prior to sending Aetna premium for amounts requiring evidence, the benefit payment will be limited to the amount for which premium has been paid.

Coverage amounts that are not approved may be converted to an individual policy in accordance with this Plan’s Conversion of Life Insurance provision.
Age Reductions
The amount of your, your spouse's or domestic partner's life insurance in force reduces over time due to age. It will never decrease below $5,000. The following Age Reduction Chart illustrates the reduction(s).

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Reduction Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>January first following age 65</td>
<td>35% of original amount or $5,000</td>
</tr>
<tr>
<td>January first following age 70</td>
<td>60% of original amount or $5,000</td>
</tr>
<tr>
<td>January first following age 75</td>
<td>75% of original amount or $5,000</td>
</tr>
</tbody>
</table>

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

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

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

Accidental Death Benefit
The plan will also pay an accidental death benefit if:

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

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

Aetna must receive proof that death:

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

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

Permanent and Total Disability Feature
The plan’s permanent and total disability feature is available to you only. It is not available to any of your covered dependents. It applies only to disabilities that begin after you have paid your first premium for this coverage. However:

- The permanent and total disability feature is the same as the life plan’s permanent and total disability feature. All terms and conditions set forth under the permanent and total disability feature under the life insurance plan continue to apply. Please refer to Permanent and Total Disability in the life plan section of this Booklet-Certificate.
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 effective date following the date you reach age 65.

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

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

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

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

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

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

Life insurance coverage for your dependents will end:

- For your spouse or domestic partner, the first anniversary of his or her portability date following the date your spouse or domestic partner reaches age 99.
- For your dependent child, the first anniversary of his or her portability date following the date he or she reaches his or her eligibility age for portability coverage.
- The date either the spouse or child no longer qualifies as a defined dependent.
- The date of your death.
Your Accidental Death and Personal Loss Coverage

Covered Losses

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

The following dependents are not eligible:

- Those in full-time military service.
- Children who are not born alive.

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

How the Plan Works

Covered Losses

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

Loss means:

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

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

Loss Due to Paralysis

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

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

The following forms of paralysis are covered by the plan:

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

A limb means the entire arm or leg.

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

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

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

<table>
<thead>
<tr>
<th>Covered Loss</th>
<th>Percentage of the Principal Sum Paid By the Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life -including exposure and presumed disappearance</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of both hands, both feet or both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of both speech and hearing in both ears</td>
<td>100%</td>
</tr>
<tr>
<td>Third degree burn covering 75% or more of body</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of one arm or one leg</td>
<td>75%</td>
</tr>
<tr>
<td>Loss of sight in one eye</td>
<td>75%</td>
</tr>
<tr>
<td>Loss of speech</td>
<td>75%</td>
</tr>
<tr>
<td>Loss of one hand or one foot</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of 50% of hearing in both ears</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of hearing or speech</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of an eye</td>
<td>50%</td>
</tr>
<tr>
<td>Third degree burn covering 50-74% of body</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of thumb and index finger of the same hand</td>
<td>25%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Covered Loss</th>
<th>Percentage of the Principal Sum Paid By the Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quadriplegia</td>
<td>100%</td>
</tr>
<tr>
<td>Triplegia</td>
<td>75%</td>
</tr>
<tr>
<td>Paraplegia</td>
<td>67%</td>
</tr>
<tr>
<td>Hemiplegia</td>
<td>50%</td>
</tr>
<tr>
<td>Uniplegia</td>
<td>25%</td>
</tr>
</tbody>
</table>

**Payment of Benefits**
The plan will pay all the benefits, except for loss of life, to you. The benefit for the loss of life will be paid to the beneficiary you named. All benefits relating to losses suffered by a covered dependent are payable to you.
Maximum Benefit
The plan will pay up to the principal sum for all losses (including paralysis and coma), that result from one accident, except as may be provided under *Additional Benefits Under the Accidental Death and Personal Loss Plan*.

Coma Benefit *(GR.9N.04.010.01)*
The plan will pay a monthly benefit if you, or your covered dependent, suffer a bodily injury and are in coma as a direct result of an accident, if all of the following occur while covered by the plan:

- The bodily injury is caused by a covered accident; and
- You or your covered dependent become comatose within 30 days after the accident; and
- The coma is the direct result of your accident; and
- You or your covered dependent remain continually comatose for at least 30 days in a row.

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

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

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Covered Loss</th>
<th>Percentage of the Principal Sum Paid By the Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coma</td>
<td>1% of your principal sum per month payable for up to 11 months in a row</td>
</tr>
<tr>
<td></td>
<td>45% of your principal sum if still comatose in month 12</td>
</tr>
</tbody>
</table>

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

The plan will pay a third degree burn benefit if:

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

**Third Degree Burn Benefit Payable**
The benefit payable is based on the principal sum and the extent of the burns.

<table>
<thead>
<tr>
<th>If the Third Degree Burn Covers:</th>
<th>the benefit payable is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>75% or more of your body</td>
<td>100% of your principal sum</td>
</tr>
<tr>
<td>50%-74% of your body</td>
<td>50% of your principal sum</td>
</tr>
</tbody>
</table>

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

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

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

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

**Total Disability Death Benefit** *(GR-9N-04-20-01-CA)*
The plan will pay a benefit equal to the principal sum if you become totally disabled as a direct result of a bodily injury, and:

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

You die while you are covered by the plan.

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

Due to disease or injury you are not able to:

- Perform with reasonable continuity all of the material duties necessary to pursue your own occupation in the usual and customary way; and
- Engage with reasonable continuity in another occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity.
Aetna must be notified of your death within 12 months of the date of your death. The payment will be issued to your beneficiary. The amount of the payment will be reduced by any other ADPL payment the plan makes for the same accident.

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

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

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

The plan will pay a passenger restraint benefit if:

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

The plan will also pay an airbag benefit if:

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

Benefit Payable

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

<table>
<thead>
<tr>
<th>At the time of the accident, if you:</th>
<th>... and the Airbag:</th>
<th>... the plan will pay:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Used the passenger restraint properly,</td>
<td>Deployed,</td>
<td>Passenger restraint benefit; and Airbag benefit.</td>
</tr>
<tr>
<td>Used the passenger restraint properly,</td>
<td>Did not deploy,</td>
<td>Passenger restraint benefit.</td>
</tr>
<tr>
<td>Did not use the passenger restraint properly,</td>
<td>Deployed,</td>
<td>No benefit.</td>
</tr>
<tr>
<td>Did not use the passenger restraint properly,</td>
<td>Did not deploy,</td>
<td>No benefit.</td>
</tr>
</tbody>
</table>

Aetna must receive verification that:

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

Refer to the Schedule of Benefits for the benefit payable.
Education Benefit (GR-9N:04-04-01)
The education benefit will help provide for your child's education and give your surviving spouse financial help for
the cost of employment training if you die as the result of an accident.

The plan will pay an education benefit if:

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

Education Benefit for Your Dependent Children
Eligible Dependent Children
Your dependent child must meet all the following requirements to be eligible for educational benefits:

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

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

Refer to the Schedule of Benefits for the benefit payable.

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

The first payment will be made when:

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

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

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minor's Act; or
- The adult caretaker/legal guardian, as permitted under State law.
When Education Benefits End for a Dependent Child
The plan will pay the benefits until the earliest of the following occurs:

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

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

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

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

The first payment will be made when:

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

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

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

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

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

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

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

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

### Child Care Benefit Payable

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

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

**Important Note**

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

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

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

*Aetna* will issue payment to:

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

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

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

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

### Repatriation of Remains (GR.9N 04.040 01)

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

The repatriation of remains benefit is payable if:

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

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

### Spouse Common Accident Benefit

The plan will pay a common accident benefit if both you and your covered dependent spouse die as a direct result of the same accident.
Your surviving children are eligible to receive the common **accident** benefit if:

- You and your covered spouse die within 90 days of each other as a result of the same **accident**; and
- At the time of the **accident**, your spouse's life insurance amount under the group policy is less than $500,000.

**Eligible Children**
Your surviving child must meet all of the following requirements to be eligible for common **accident** benefits:

- The child is your:
  - Biological child;
  - Adopted child;
  - Stepchild or;
  - Any other child you support that lives with you in a parent-child relationship; and
- The child is under 23; and
- Is not married.

**Common Accident Benefit Payable**
The benefit payable is based on the difference between your principal sum and your spouse's principal sum under the ADPL plan.

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

*Aetna* will divide the benefit payable into equal shares, and issue payment to your surviving children, regardless of who is named as beneficiary for your life insurance.

**Important Note**
If there are no unmarried surviving children under the age of 23, the plan will pay only your spouse's ADPL death benefit. The common **accident** benefit is not payable.

**Double Indemnity on a Common Carrier Benefit**
The plan will pay a common carrier benefit, for a death that involves public transportation if:

- You or your covered dependent die as a direct result of an **accident** while boarding, alighting from, or traveling in a public conveyance; and
- Your death or the death of your covered dependent, occurs within 365 days of the **accident**; and
- The conveyance is licensed for the transportation of passengers by a governmental authority that has jurisdiction over its registration; and
- A charge is made to use the conveyance.

**Double Indemnity on a Common Carrier Benefit Payable**
The benefit payable is your principal sum, up to the specified maximum, if you die. If your covered dependent spouse dies, the benefit payable is your spouse's principal sum, up to the specified maximum.

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

**Children's Double Indemnity Benefit** *(GR-9N 04-055 01)*
If your covered dependent child suffers a covered loss as a direct result of a bodily **injury** within 365 days of the date of the accident that caused the **injury**, the plan will pay a benefit. The benefit is expressed as a percentage of the covered dependent's principal sum. The principal sum is the full benefit payable by the plan. The following table defines the covered losses and the benefit payable for each type of loss.
### Covered Loss

<table>
<thead>
<tr>
<th>Covered Loss</th>
<th>Percentage of the Covered Dependent's Principal Sum Paid By the Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dismemberment:</td>
<td></td>
</tr>
<tr>
<td>Loss of both feet or both hands</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of one hand or one foot</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of the thumb and index finger of the same hand</td>
<td>25%</td>
</tr>
<tr>
<td>Paralysis:</td>
<td></td>
</tr>
<tr>
<td>Quadriplegia</td>
<td>100%</td>
</tr>
<tr>
<td>Paraplegia or hemiplegia</td>
<td>50%</td>
</tr>
<tr>
<td>Uniplegia</td>
<td>25%</td>
</tr>
<tr>
<td>If the third degree burn covers:</td>
<td>the benefit payable is:</td>
</tr>
<tr>
<td>75% or more of your body</td>
<td>100% of your principal sum</td>
</tr>
<tr>
<td>50%-74% of your body</td>
<td>50% of your principal sum</td>
</tr>
</tbody>
</table>

Benefit payments will be issued to you.

**Important Note**
The plan will pay up to the covered dependent's principal sum for all losses listed above that result from one accident.

### Inflation Benefit

The plan will pay an inflation benefit if:
- You or your covered dependent suffers loss of life as a result of an accident covered by this plan; and
- The accident occurs while you or your covered dependent is covered by the plan.

**Inflation Benefit Payable**
The benefit payable is based on the principal sum. For every two years of service, the death benefit will be increased by 5% of you or your covered dependents principal sum, up to an overall maximum of $10,000.

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

### Medical Coverage Funding Benefit *(GR-9N 04-070 01)*
The plan will pay a medical coverage funding benefit to your dependents if:

- You die as a direct result of an accident covered by this plan; and
- The accident occurs while you are covered by the plan; and
- Your death occurs within 365 days of the accident; and
- Your dependent enrolls for medical coverage through your employer, in accordance with:
  - The Consolidated Omnibus Reconciliation Act of 1985 (COBRA); or
  - State Law; and
  - Makes an out-of-pocket contributions toward the cost of such medical coverage.

**Medical Coverage Funding Benefit Payable**

Refer to the Schedule of Benefits for the Medical Coverage Funding Benefit Payable.

Proof of the out-of-pocket expenses for the medical coverage must be submitted to Aetna.

If the total value of the medical coverage funding benefit is less than $250, Aetna may make a lump sum payment.
Aetna will issue payment to your surviving spouse. If your spouse does not survive you Aetna will issue the payment to your surviving child or children. If a dependent child is a minor, Aetna will issue payment to:

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

**When Benefits End**

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

- Three years from the date of your death;
- The date your last surviving dependent dies; or
- The date the group policy terminates.

**Rehabilitation Training Benefit** *(GR-9N 04-090 01)*

The plan will pay a benefit if:

- You suffer a loss (except loss of life) as a direct result of an accident covered by this plan; and
- The accident occurs while you are covered by the plan; and
- You enter a rehabilitation training program within 90 days after the loss.

The rehabilitation training program is designed to help you return to work at your occupation with your employer. You must complete the program before payments are made.

**Rehabilitation Training Benefit Payable**

The benefit payable is expressed as a percentage of your principal sum and the expenses you incur for the program.

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

You must complete the rehabilitation training program within 2 years following the accident that caused the loss.

Aetna will issue the rehabilitation training program benefit after you provide satisfactory:

- Proof that you have completed the program; and
- Documentation of your out-of-pocket expenses.

**Exclusions That Apply to Accidental Death and Personal Loss**

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

- Air or space travel. This does not apply if you are:
  - traveling solely as a fare paying passenger on a licensed, commercial, regularly scheduled non-military aircraft; you are a passenger, with no duties at all, on an aircraft being used only to carry passengers; or you are a pilot or a member of a flight crew on an aircraft, either owned or leased by the Policyholder, or
  - are performing the duties of your job for the Policyholder.
- Bodily or mental infirmity.
- Commission of or attempting to commit a criminal act.
- Illness, ptomaine or bacterial infection.*
- Voluntary Inhalation of poison gases.
- Intended contact with nuclear or atomic energy by explosion and/or release.
- Ligature strangulation resulting from auto-erotic asphyxiation.
- Intentionally self-inflicted injury.
- Medical or surgical treatment*.
- 3rd degree burns resulting from sunburn.
- Use of alcohol.
- Use of drugs, except as prescribed by a physician.
- Use of intoxicants.
- Use of alcohol or 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 or drugs if it is determined that at the time of the accident you or your covered dependent were:
  - Operating the motor vehicle while under the influence of alcohol is a level which meets or exceeds the level at which intoxication would be presumed under the laws of the state where the accident occurred. If the accident occurs outside of the United States, intoxication will be presumed if the person’s blood alcohol level meets or exceeds .08 grams per deciliter; or
  - Operating the motor vehicle while under the influence of an intoxicant or illegal drug; or
  - Operating the motor vehicle while under the influence of a prescription drug in excess of the amount prescribed by the physician; or
  - Operating the motor vehicle while under the influence of an over the counter medication taken in an amount above the dosage instructions.
- Suicide or attempted suicide (while sane or insane).
- War or any act of war (declared or not declared).

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

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

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

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

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

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

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

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

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

Important Reminder
If you refuse an increase in life insurance or accidental death and personal loss coverage, future changes in your earnings, status or class will not increase your coverage, unless Aetna gives written consent.
A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date Aetna receives notice of the change, or as otherwise agreed upon between Aetna and your employer.

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

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

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

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

Changing Your Elections
You must provide Aetna with evidence of good health if:

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

Your enrollment or increase in supplemental life insurance will be effective on the date Aetna has received your evidence of good health and such evidence of good health is approved by Aetna.

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

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

When Life Insurance Coverage Amounts are Reduced

Age Reduction Rules
Life insurance amounts will be reduced at age 65 then continue to reduce according to the schedule below.

<table>
<thead>
<tr>
<th>If You Are Age:</th>
<th>Your Insurance Amounts Will Be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>65% of your life amount</td>
</tr>
<tr>
<td>70</td>
<td>40% of your life amount</td>
</tr>
</tbody>
</table>

Reductions are based on the amount of life insurance amounts in force.

The reduction will take effect on the January 1, following attainment of the limiting age.
If you become eligible for coverage after you reach age 65, your amount of life insurance will be figured by multiplying:

- The amount of insurance you would have been eligible for prior to age 65; times
- The applicable percentage, based on your current age, as shown in the above schedule.

**When You Retire**
Life insurance and accidental death and personal loss coverage ends when you retire.

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

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

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

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

**When Coverage Ends For Employees** *(GR-9N 30-005 02 CA)*
Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer; or
- Your employment stops for any reason, including a job elimination or being placed on severance. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work. However, if premium payments are made on your behalf, Aetna may deem your employment may be deemed to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
  - If you are not actively at work due to illness or injury, your coverage may continue until stopped by your employer, but not beyond 12 months from the start of the absence.
  - If you are not actively at work due to a personal leave of absence, your coverage may continue until stopped by your employer, but not beyond 12 months from the start of the absence.
  - If you are not actively at work due to a medical leave of absence or military leave of absence, your coverage may continue until stopped by your employer, but not beyond 24 months from the start of the absence.
  - If you are eligible as a permanently and totally disabled employee under the terms of the Eligibility section, your coverage may be deemed to continue for Life Insurance while you remain eligible under that section.

It is your employer’s responsibility to let Aetna know when your employment ends. The limits above may be extended only if Aetna and your employer agree, in writing, to extend them.
When Coverage Ends for Dependents (GR-9N-30-015-02)
Coverage for your dependents will end if:

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

In addition, a "domestic partner" will no longer be considered to be a defined dependent on the earlier to occur of:

- The date this plan no longer allows coverage for domestic partners.
- The date of termination of the domestic partnership. In that event, you should provide your Employer a completed and signed Declaration of Termination of Domestic Partnership.

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

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

Physically or Mentally Disabled Dependent Children (GR-9N-31-015-03-CA)
Life Insurance and Accidental Death and Personal Loss Coverage for your physically or mentally disabled dependent child may be continued past the maximum age for a dependent child. However:

- Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if the child has been issued an individual life conversion policy.
- Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if at the time you become eligible for dependent coverage under this plan and your child’s age has exceeded the maximum age for dependent children under this plan, unless your child was covered under a prior group plan on the day before this plan takes effect.

Your child is physically or mentally disabled 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 under your plan; and
- He or she depends chiefly on you for support and maintenance.

Proof that your child has a physical or mentally disabling injury, illness, or condition must be submitted to Aetna no later than 90 days from the date you receive a written notice from Aetna that your child is approaching the maximum age under your plan.

Coverage will cease on the first to occur of:

- Cessation of the physical or mentally disabling injury, illness, or condition.
- Failure to give proof, upon Aetna’s request, that the physical or mentally disabling injury, illness, or condition continues.
- Failure to have any required exam.
- Termination of Dependent Coverage as to your child for any reason other than reaching the maximum age under your plan.
Aetna will have the right to:

- Require proof of the continuation of the physical or mentally disabling injury, illness, or condition; and
- Examine your child at its own expense, while the physical or mentally disabling injury, illness, or condition continues; but not more frequently than once each year after the two-year period following the date your child reached the maximum age under your plan.

### Converting to an Individual Life Insurance Policy

#### Eligibility

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

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

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

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

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

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

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

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

#### Features of the Conversion Policy

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

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

The converted policy may be any kind of individual policy then customarily being issued for the amount being converted and for your age (nearest birthday) on the date it will be issued. The provisions of the conversion policy may not be the same as the provisions of the group plan. The conversion policy may not be a term policy, may not include disability or other supplementary benefits, it may contain exclusions, or may have exclusions that are different from those in the group policy. Once your individual policy becomes effective it will replace the benefits and privileges of your former group plan.
Your Premiums and Payments
Aetna will set the premium cost for the converted policy at the customary rates in effect at the time the policy is issued. You will be responsible for making premium payments on a timely basis.

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

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

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

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

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

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

If you exercise your conversion privilege, and it is later determined that you are eligible for life insurance under this plan because you were permanently and totally disabled at the time your Life Insurance ended, please follow the guideline in the description of the disability provision in the Life Insurance Plan section.
General Provisions (GR-9N-32-005-02 CA)

Legal Action

The following information does not apply to Life Insurance.

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy.

No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

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

Confidentiality

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

Additional Provisions

The following additional provisions apply to your coverage:

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

Assignments (GR-9N-32-005-02 CA)

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

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

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

Misstatements

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

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

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

Incontestability (GR-9N-32:005-02 CA)

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

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

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

Reporting of Claims (GR-9N-32:020:01-CA)

A claim must be submitted to Aetna in writing. It must give proof of the nature and extent of the loss. Upon receipt of a notice of your claim, Aetna will furnish you with the claim forms you will need to complete and return to Aetna. If such forms are not furnished to you within 15 days after the giving of your notice of claim, you shall be deemed to have complied with the requirements as to proof of loss upon submitting, within the below referenced timeframe for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss.

All claims should be reported promptly. The deadline for filing a claim is 20 days after the date of the loss, or as soon thereafter as is reasonably possible. Notice given by you or on your behalf to Aetna, or to any authorized agent of Aetna, with information sufficient to identify the insured, shall be deemed notice to Aetna.

Unless you are legally incapacitated, late claims for health benefits will not be covered if they are filed more than 2 years after the deadline and late claims for any other benefits will not be covered if they are filed more than one year after the deadline.
Payment of Benefits  (GR-9N:32-025-02)

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

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

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

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

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

Contacting Aetna  (GR-9N:32-005-02 CA)

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

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

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

Effect of Prior Coverage - Transferred Business  (GR-9N:32-040-01)

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

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

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

The beneficiary you named under a prior Aetna Life Insurance or Accidental Death and Personal Loss coverage plan will apply to this plan. This can be changed according to the terms of this plan.
Any Age Reduction Rule or Retirement Rule of this policy will apply to you if:

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

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

This provision shall terminate if:

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

If you stay insured or again become eligible, this policy shall apply to you as though this provision were not included.
In this section, you will find definitions for the words and phrases that appear in **bold type** throughout the text of this Booklet-Certificate.

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

**Accident (GR-9N-34-005-02)**
This means a sudden external trauma that is; unexpected; and unforeseen; and is an identifiable **occurrence** or event producing, at the time, objective symptoms of an external bodily **injury**. The **accident** must occur while the person is covered under this Policy. The **occurrence** or event must be definite as to time and place. It must not be due to, or contributed by, an **illness** or disease of any kind including a reaction to a condition that manifests within the human body or a reaction to a drug or medication regardless of the reason you have consumed the drug or medication.

**Active at Work; Actively at Work; Active Work (GR-9N-34-005-02)**
You will be considered to be active at work, actively at work or performing active work on any of your employer’s scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the number of hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

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

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

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

**Hospital**
An institution that:

- Is primarily engaged in providing, on its premises, inpatient medical, surgical and diagnostic services;
- Is supervised by a staff of **physicians**;
- Provides twenty-four (24) hour-a-day R.N. service,
- Charges patients for its services;
- Is operating in accordance with the laws of the jurisdiction in which it is located; and
- Does not meet all of the requirements above, but does meet the requirements of the jurisdiction in which it operates for licensing as a **hospital** and is accredited as a **hospital** by the Joint Commission on the Accreditation of Healthcare Organizations.

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

**Hospitalization**
A continuous confinement as an inpatient in a **hospital** for which a room and board charge is made.
Illness
A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to the findings set the condition apart as an abnormal entity differing from other normal or pathological body states.

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

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

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

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

- licensed;
- certified, or
- accredited

by the jurisdiction where it is located; and

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

Passenger Restraint
This is a restraint that is:

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

Skilled Nursing Facility
An institution that meets all of the following requirements:

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

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

**Skilled nursing facility** does not include:

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

**(GR.9N 34-100-02 CA)**

**Terminal Illness**

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

**Third Degree Burns**

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

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

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

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.
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:**
General Counsel of 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:**
Employer and Employee
**Procedure for Amending the Plan:**
The Employer may amend the Plan from time to time by a written instrument signed by 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.

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

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.
Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

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

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

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

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

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

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

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

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

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

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

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