

*Your  
Group  
Plan*

University of Arizona

Term Life - Active Employees  
Underwritten by Aetna Life Insurance Company

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

\* To access an electronic copy of this document, go to the following web site:  
<http://www.hr.arizona.edu/forms.php>

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# Your Group Coverage Plan

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

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



President

Group Policy: GP-066050  
Cert. Base: 1 - Term Life (Active Employees)  
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“This is an electronic version of the Booklet on file with your Employer and Aetna Life Insurance Company, Hartford, CT. In case of a discrepancy between this electronic version and the group insurance contract issued by Aetna Life Insurance Company, or in case of any legal action, the terms set forth by such group insurance contract will prevail. To obtain a printed copy of this Booklet, please contact your Employer.”

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# Life Insurance

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

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## A Permanent and Total Disability Feature

If you are not able to work due to disease or injury, your insurance may be extended if Aetna determines you are permanently and totally disabled. If a determination of permanent and total disability is made, you will not have to make any further contributions for your coverage and no premium payments will be required from your Employer.

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

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

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

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

You must meet all of the following to be eligible:

- Your Life Insurance must be in force when you cease work due to disease or injury.
- You must be under age 60 at the time you cease active work.
- You must be absent from work for at least 9 consecutive months without interruption.

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

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

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

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

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

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

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

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

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

### **Extended Death Benefit**

If Aetna received proof, at its Home Office, that all of the following apply, it will pay your beneficiary the amount of Life Insurance which may be extended under the Permanent and Total Disability Feature:

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

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

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

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

When Aetna approves a claim for any benefit under this feature, the benefit will be in full settlement and satisfaction of Aetna’s obligations.

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

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

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

The following dependents are not eligible:

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

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### **Life Insurance Portability**

The terms of this provision apply only to an amount of Life Insurance which is fully contributory (i.e., you pay the total cost) and which:

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

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

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

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

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

### **Your Life Insurance**

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

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

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

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

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

### **Eligibility Age**

The Eligibility Age is:

- for you, 98;
- for your dependent spouse, 64; and
- for your dependent child, the age which is one year younger than the age at which he or she will cease to meet the Plan's definition of dependent.

### **General Information Concerning Portability**

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

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

### **Amount of Insurance**

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

- \$ 500,000 as to you;
- \$ 25,000 as to your spouse; and
- \$ 5,000 as to your dependent child.

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

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

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

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

### **Accidental Death Benefit**

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

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

Benefits are paid for losses caused by accidents only. No benefits are payable for death caused or contributed to by:

- Bodily or mental infirmity.
- Disease, ptomaines, or bacterial infections.\*
- Medical or surgical treatment.\*
- Suicide or attempted suicide (sane or insane).
- Intentionally self-inflicted injury.
- War or any act of war (declared or undeclared).

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

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

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## **Permanent and Total Disability Feature**

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

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

## **Premium Contributions**

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

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

## **Termination of Coverage**

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

- The end of a 31 day period following the date the required premium contribution for the coverage is due and not made.
- The date of your death.
- The first anniversary of your Portability Date next following the date you reach age 99.
- As to coverage for your spouse, the first anniversary of his or her Portability Date next following the date your spouse reaches age 65.
- As to coverage for your dependent child, the first anniversary of his or her Portability Date next following the date such person reaches his or her Eligibility Age.
- As to coverage for your spouse or your dependent child, the date such person is no longer a defined dependent.

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# Accidental Death and Personal Loss Coverage

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

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

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

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

If:

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

This Plan also pays a benefit if, while insured, you suffer a bodily injury in an accident, and if:

- as a direct result of the accident suffer a full thickness third degree burn caused by direct contact with a chemical, fire, steam, water or heat (except sunburns); or
- within 30 days after the accident and as a direct result of the injury, you are stricken with one of the following forms of paralysis:
  - Quadriplegia - the entire and irrecoverable paralysis of both upper and lower limbs.
  - Paraplegia - the entire and irrecoverable paralysis of both lower limbs.
  - Hemiplegia - the entire and irrecoverable paralysis of the upper and lower limbs on one side of the body.
  - Uniplegia - the entire and irrecoverable paralysis of one limb.

A limb means the entire arm or leg.

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**Benefit**

The full Principal Sum is payable for loss of life.

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

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

The full Principal Sum is payable for quadriplegia.

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

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

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

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

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

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

One quarter of the Principal Sum is payable for uniplegia.

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

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**Total Disability Benefit**

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

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

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

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

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**Additional Accidental Death Benefits**

The following benefits will be payable if, while insured, a person suffers a bodily injury caused by an accident and if, within 365 days after the accident, he or she suffers a loss of life solely and as a direct result of the accident.

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## Coma Benefit

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

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

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

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

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

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

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

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

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

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

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

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## Passenger Restraint and Airbag Benefit

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

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

a Passenger Restraint Benefit will be payable. If an **airbag** is also activated as a result of the same accident, an Airbag Benefit will be payable if the **motor vehicle's airbag** system is not effective in helping save the person's life it was designed to protect. Verification of the actual use of the **passenger restraint** and activation of the **airbag** system, if applicable, at the time of the loss must be part of an official report of the accident or certified, in writing, by investigating officer(s).

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

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## Education Benefit

### *Education Benefit for Your Dependent Child*

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

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

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

The first Education Benefit will be paid when:

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

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

A Dependent Child means a child who is:

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

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

- is attending school, up to and including the 12th grade of high school; or
- is under the age of 23, and

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

enrolls in college or trade school within 365 days of your death.

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

***Education Benefit for Your Spouse***

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

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

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

The first Education Benefit will be paid when:

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

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

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

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**Child Care Benefit**

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

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

The first Child Care Benefit will be paid when:

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

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

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

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

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

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## Repatriation of Remains Benefit

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

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## Limitations

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

- A bodily or mental infirmity.
- A disease, ptomaine, or bacterial infection.\*
- Medical or surgical treatment.\*
- Suicide or attempted suicide (while sane or insane).
- An intentionally self-inflicted injury.
- A war or any act of war (declared or not declared).
- Voluntary inhalation of poisonous gases.
- Commission of or attempt to commit a criminal act.
- Use of alcohol, intoxicants, or drugs, except as prescribed by a physician. An accident in which the blood alcohol level of the operator of a **motor vehicle** meets or exceeds the level at which intoxication would be presumed under the law of the state where the accident occurred shall be deemed to be caused by the use of alcohol.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo).

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

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

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

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# General Information About Your Coverage

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## Termination of Coverage

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

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

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

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

If you are not at work due to disease, your employment may be continued until stopped by your Employer, but not beyond 30 months from the start of the absence.

If you are not at work due Family Medical Leave Act of 1993 (FMLA), your employment may be continued until stopped by your Employer, but not beyond 12 weeks from the start of the absence.

If you are not at work due to any other reason, your employment may continue until stopped by your Employer, but not beyond 6 months from the start of the absence.

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

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

## **Dependents Coverage Only**

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

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

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## Handicapped Dependent Children

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

Your child is fully handicapped if:

- he or she is not able to earn his or her own living because of mental retardation or a physical handicap which started prior to the date he or she reaches the maximum age for dependent children; and
- he or she depends chiefly on you for support and maintenance.

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

Coverage will cease on the first to occur of:

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

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

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## Conversion of Life Insurance

### *Your Life Insurance*

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

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

### *Your Dependents' Life Insurance*

If any of your Dependents' Life Insurance ceases because:

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

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

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

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

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

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

No evidence of insurability will be required.

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

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

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

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

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### **Life Insurance After Termination**

In most cases a person can apply for an individual policy under the Conversion Privilege within 31 days after his or her Life Insurance ceases. If a person dies during this 31 days and before the individual policy goes into effect, the amount payable under the group contract is limited to the maximum that could have been converted. This limit applies even if he or she has not applied for or paid the first premium on the individual policy.

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

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

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

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### **Additional Provisions**

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under this Plan because you are connected with more than one Employer.
- In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

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This document describes the main features of this Plan. Additional provisions are described elsewhere in the group contract. If you have any questions about the terms of this Plan or about the proper payment of benefits, you may obtain more information from your Employer or, if you prefer, from the Home Office of Aetna.

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

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## Assignments

Life Insurance may be assigned with the consent of Aetna and your Employer. All other coverage may be assigned only with the written consent of Aetna.

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## Claims of Creditors

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

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## Beneficiaries

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

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

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

If no named beneficiary survives you or if no beneficiary has been named, payment will be made to your executors or administrators. However, Aetna may elect to make payment to one or more of the following who survives you: your spouse, your parents, your children, or your brothers or sisters.

Aetna may apply not more than the Optional Payee Amount of the Life Insurance benefit toward funeral and other expenses of your last illness or death. This will be done when Aetna deems it wise and fair.

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## Reporting of Claims

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

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

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

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## Payment of Benefits

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

All other benefits are payable to you.

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

If your beneficiary is a minor or, in Aetna's opinion, legally unable to give a valid release for payment of any Life Insurance benefit, the benefit will be payable to the guardian of the estate of the minor, or to the Custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

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

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# Glossary

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

## **Airbag**

An airbag is:

- an unaltered airbag installed by the manufacturer of the **motor vehicle**; or
- an airbag:

provided by the manufacturer of the **motor vehicle**; and

installed by an authorized **motor vehicle** dealer.

## **Coma**

This means the condition of being comatose.

## **Comatose**

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

## **Legally Licensed Child Care Center**

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

## **Motor Vehicle**

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

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

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

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

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## **Passenger Restraint**

This is a restraint that is:

- an unaltered seat belt or lap and shoulder restraint installed by the manufacturer of the **motor vehicle**; or
- a seat belt or lap and shoulder restraint;  
  
provided by the manufacturer of the **motor vehicle**; and  
  
installed by an authorized **motor vehicle** dealer; and
- any child restraint device which is properly secured in the **motor vehicle** and meets the definition of the law of the state in which the **motor vehicle** is licensed and registered.

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## Confidentiality Notice

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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