Your Group Plan

County of Henrico-Henrico County Public Schools

Temporary Disability Income

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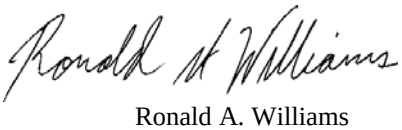
Note: The codes appearing on the left side of certain blocks of text are required by the Department of Insurance.

Your Group Coverage Plan

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

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



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

Group Policy: GP-622734
Cert. Base: 1
Issue Date: October 1, 2011
Effective Date: January 1, 2012

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

0020

Temporary Disability Income Coverage

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

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

- arise out of or in the course of any activity in connection with:

  employment; or

  self-employment;

  whether or not on a full time basis; and

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

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

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

that disease or **injury** will be considered non-occupational.

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

Definition of Disability

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

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

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

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

11101, 11528

Benefits Payable

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

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

the Weekly Benefit; and
the Maximum Weekly Benefit.

If other income benefits are payable for a given week, the benefit payable under this Plan for that week will be the lesser of:

the Weekly Benefit; and
the Maximum Weekly Benefit;

minus all other income benefits.

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Maximum Period of Payment:

This is 13 weeks from the date of disability. Weeks of disability; during non-contracted periods; are included for purposes of calculating the 13 weeks. "Non-contracted" period means; those months of the year when an employee is not contacted to work. Benefits are not payable during non-contracted periods.

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When Benefits Are Payable

Weekly benefits will be payable if a disability:

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

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

11102

Period of Disability

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

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

- The date Aetna finds you are no longer disabled or the date you fail to furnish proof that you are disabled.
- The date you cease to be under the regular care of a **physician**.
- The date you refuse to be examined by, or cooperate with, an independent **physician** or a licensed or certified health care practitioner, as requested.
- The date an independent medical exam report or functional capacity evaluation fails to confirm your disability.
- The date you reach the end of your Maximum Weekly Benefit Period.
- The date you are not undergoing effective treatment for alcoholism or drug abuse, if your disability is caused to any extent by alcoholism or drug abuse. Effective treatment for alcoholism and drug abuse means a program of alcoholism or drug abuse therapy that is prescribed and supervised by a **physician** and either:

  has a follow-up therapy program directed by a **physician** on at least a monthly basis; or

  includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or drug abuse.

  These are not effective treatment:

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

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

- The date you refuse to cooperate with or accept:

changes made to a work site or job process to suit your identified medical limitations; or

adaptive equipment or devices designed to suit your identified medical limitations;

which would enable you to perform your **own occupation** and provided that a **physician** agrees that such changes or adaptive equipment suit your medical limitations.

- The date you refuse to receive treatment recommended by your attending **physician** that in Aetna's opinion would: cure; correct; or limit your disability.
- The date your condition would permit you to work or increase the number of hours you work, or the number or type of duties you perform in your **own occupation**, but you refuse to do so.
- The date you become eligible for benefits under any other disability benefits plan of the same type carried or sponsored by your Employer, if such date occurs after the date the group contract terminates.
- The date of your death.
- The day after Aetna determines you are able to participate in **An Approved Rehabilitation Program** and you refuse to do so.

11102; 11205-2

How Separate Periods of Disability Are Treated

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

- due to the same or related causes; and
- separated by less than 15 days in a row;

they will be deemed to be one period of disability. Only one Elimination Period will apply. The first period will not be included if it began while you were not covered.

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Other Income Benefits

They are:

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- 50% of any award provided under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.

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- Disability, retirement, or unemployment benefits required or provided for under any law of a government. Examples are:

  Unemployment compensation benefits.

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

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

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

  Veterans' benefits.

7537, 7537-2

- Statutory disability benefits.

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- Disability or unemployment benefits under any plan or arrangement of coverage:

  as a result of employment by or association with the Employer; or

  as a result of membership in or association with any group, association, union or other organization.

  This includes both, plans that are insured and those that are not.

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- Unreduced retirement benefits for which you are or may become eligible under a group pension plan at the later of:

  age 62, and

  the Plan's Normal Retirement Age,

  but only to the extent that such benefits were paid for by an employer.

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

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

Effect of Increases In Other Income Benefits

Increases in the level of other income benefits due to the following will be considered "other income benefits":

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

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

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

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Other Income Benefits Which Do Not Reduce Weekly Benefits

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

- military and other government service pensions;
- retirement benefits from a prior employer;
- veteran's benefits for service related disabilities;
- individual disability income policies; and
- Federal Social Security Act.

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

- profit sharing plans;
- thrift or savings plans;
- 401(k) plans;
- Keogh plans;

- employee stock option plans;
- tax sheltered annuity plans;
- severance pay;
- individual disability income policies; or
- individual retirement accounts (IRAs).

7539; 7539-1

How Aetna Determines Other Income Benefits

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

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

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

7538, 11206

Estimated Other Income Payments

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

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

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

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

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Required Proof of Income

Aetna has the right to require proof that:

- you, your spouse, child, or dependent has made application for all other income benefits which you or they are, or may be, eligible to receive relative to your disability and has made a timely appeal of any denial through the highest administrative level; timely appeal means making such an appeal as required, but in no case later than 60 days from the latest denial;
- the person has furnished proof needed to obtain other income benefits, which includes, but is not limited to, Workers' Compensation Benefits;
- the person has not waived any other income benefits without Aetna's written consent; and
- the person has sent copies of the documents to Aetna showing the effective dates and the amounts of other income benefits.

In addition to the above, for purposes of Federal Social Security, when a timely application for benefits has been made and denied, a request for reconsideration must be made within 60 days after the denial, unless Aetna states, in writing, that it does not require you to do so. Also, if the reconsideration is denied, an application for a hearing before an Administrative Law Judge must be made within 60 days of that denial unless Aetna relieves you of that obligation.

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

You do not have to apply for:

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

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

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

7686; 7543-1

Rehabilitation

Aetna retains the right to evaluate you for participation in **An Approved Rehabilitation Program**.

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

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

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Exclusions

Temporary Disability Income Coverage does not cover any disability that:

- is due to intentionally self-inflicted injury (while sane or insane).
- results from your commission of, or attempting to commit, a criminal act.
- results from driving an automobile while intoxicated. ("Intoxicated" means: the blood alcohol level of the driver of the automobile meets or exceeds the level at which intoxication would be presumed under the law of the state where the accident occurred.)
- is due to war or any act of war (declared or not declared).
- is due to insurrection, rebellion, or taking part in a riot or civil commotion.
- is not a non-occupational disease or **injury** (as defined above); except for sole-proprietors or partners who cannot be covered by workers' compensation law.

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

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

7688; 7541-1

Pre-existing Conditions

No benefit is payable for any disability that is caused by or contributed to by a "pre-existing condition" and starts before the first to occur of:

- the end of the first 12 months following your effective date of coverage; or
- the end of a period of 6 months in a row, following your effective date of coverage, during which you have received no treatment or services and have taken no prescribed drugs or medicines for that condition.

A disease or **injury** is a pre-existing condition if, during the 3 months before your effective date of coverage:

- it was diagnosed or treated; or
- services were received for the diagnosis or treatment of the or **injury**; or
- you took drugs or medicines prescribed or recommended by a **physician** for that condition.

7541-2

Special Rules As To An Increase in Coverage

The Scheduled Benefit will be determined by the benefit amount in effect immediately before an increase for any disability that is caused by or contributed to by a "pre-existing condition" and starts before the end of the first 12 months following the effective date of an increase in coverage.

A disease or **injury** is a pre-existing condition if, during the 3 months before your effective date of an increase in coverage:

- it was diagnosed or treated; or
- services were received for the diagnosis or treatment of the disease or **injury**; or
- you took drugs or medicines prescribed or recommended by a **physician** for that condition.

No benefit is payable if the disability is excluded by any other terms of this Plan.

7541-2; 11522

Effect Of Benefits Under Other Plans

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Effect of Prior Coverage - Transferred Business

If the coverage of any person under any part of this Plan replaces any prior coverage of the person, the rules below apply to that part.

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

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

As stated earlier, this Plan has a Limitation as to a disability caused by a pre-existing condition.

However, if:

- you had prior coverage on the day before Temporary Disability Income Coverage took effect; and
- you became covered for this TDI Plan on the date it takes effect;

such Limitation applies only until a continuous period of coverage under the prior coverage and this TDI Plan are equal to the lesser of:

- 6 months in a row during which you have received no treatment or services and taken no prescribed drugs or medicines for that pre-existing condition;
- 12 months; and
- any period of limitation as to a pre-existing condition remaining under the prior coverage.

Where the Limitation no longer applies, the amount of monthly benefit and the maximum period for which benefits will be payable, as to a period of disability caused by such pre-existing condition, will be as provided in this TDI Plan.

In no event will:

- A benefit be payable as to a period of disability caused by a pre-existing condition, if the disability is excluded by any other terms of this TDI Plan.
- A condition be considered to be a pre-existing condition under this TDI Plan if it was not a pre-existing condition under the prior coverage.

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General Information About Your Coverage

Termination of Coverage

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

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

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

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

If you are not at work due to temporary lay-off or leave of absence, your employment will be deemed to cease on your last full day of active work before the start of the lay-off or leave of absence.

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

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

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Temporary Disability Income Benefits After Termination

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

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Examinations and Evaluations

Aetna will have the right and opportunity to examine and evaluate any person who is the basis of any claim at all reasonable times while that claim is pending or payable. This will be done at Aetna's expense.

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Legal Action

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

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

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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.

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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Reinstatement of Coverage

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

- If:

  you return to active work within 6 months of the date coverage terminated; and

  you request coverage from your Employer within 31 days of your return to active work;

  any Limitation as to a pre-existing condition will apply only to the extent it would have applied if your coverage had not terminated. Also, any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

- If:

  you return to active work between the 7th and the 24th month following the date coverage terminated; and

  you request coverage from your Employer within 31 days of your return to active work;

  any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

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Assignments

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

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Recovery of Overpayments

If payments are made in amounts greater than the benefits that you are entitled to receive, Aetna has the right to do any one or all of the following:

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

If the overpayment:

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

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

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

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Reporting of Claims

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

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

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

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Payment of Benefits

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

6350, 9265

All benefits are payable to you.

6350, 9265

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

6350, 9265

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

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

6350, 9265

Contract Not a Substitute for Workers' Compensation Insurance

The group contract is not in lieu of and does not affect workers' compensation benefits. However, any workers' compensation benefits are considered other income benefits.

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Glossary

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

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Approved Rehabilitation Program

This is a written program approved by Aetna which provides for services and supplies that are intended to enable you to return to work. This program may include, but is not limited to:

- vocational testing;
- vocational training;
- alternative treatment plans such as:

  support groups;
  physical therapy;
  occupational therapy;
  speech therapy;

- workplace modification to the extent not otherwise provided;
- part time employment; and
- job placement.

A rehabilitation program will cease to be **An Approved Rehabilitation Program** on the date Aetna withdraws, in writing, its approval of the program.

Spouse Rehabilitation Services

This means the development of a written program which provides for services and supplies that are intended to enable your spouse to work while you are disabled. This program may include, but is not limited to:

- vocational testing;
- vocational training;
- part time employment; and
- job placement.

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Consumer Price Index

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

Injury

An accidental bodily injury.

Material Duties
These are duties that:

- are normally required for the performance of your **own occupation**; and
- cannot be reasonably: omitted or modified. However, to be at work in excess of 40 hours per week is not a material duty.

Own Occupation
This is the occupation that you are routinely performing when your period of disability begins. Your occupation will be viewed as it is normally performed in the national economy instead of how it is performed:

- for your specific employer; or
- at your location or work site; and

without regard to your specific reporting relationship.

Physician
"Physician" means a person who is a legally qualified physician. Also, to the extent required by law, a practitioner who performs a service for which coverage is provided when it is performed by a physician.

Regular care of a physician means you are attended by a physician:

- who is not you or related to you;
- who is practicing within the scope of his or her license;
- who has the medical training and clinical expertise suitable to treat your disabling condition;
- who specializes in psychiatry, if your disability is caused, to any extent, by a mental health or psychiatric condition; and
- whose treatment is:

  consistent with the diagnosis of the disabling condition; and
  according to guidelines established by medical, research and rehabilitative organizations; and
  administered as often as needed.

Predisability Earnings
This is the amount of salary or wages you were receiving from an employer participating in this Plan on the day before a period of disability started, calculated on a weekly basis.

If you are paid on an hourly basis, your earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week; but not more that 40 hours per week.

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

Included in salary or wages are:

- Commissions averaged over the last 12 months of actual employment or such shorter period if actual employment was for fewer than 12 months.
- Contributions you make through a salary reduction agreement with your Employer to any of the following:

  A Internal Revenue Code (IRC) Section 125 plan for your fringe benefits.

  An IRC 401(k), 403(b) or 457 deferred compensation arrangement.

  An executive nonqualified deferred compensation agreement.

Not included in salary or wages are:

- Awards and bonuses.
- Overtime pay.
- Contributions made by your Employer to any deferred compensation arrangement or pension plan.

Confidentiality Notice

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

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

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

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

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

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

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

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

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

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

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

Claim Procedures

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

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

Filing Disability Claims under the Plan

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

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

You will be notified of an adverse benefit determination not later than 45 days after receipt of the claim. This time period may be extended up to an additional 30 days due to circumstances outside the Plan's control. In that case, you will be notified of the extension before the end of the initial 45 day period. If a decision cannot be made within this 30 day extension period due to circumstances outside the Plan's control, the time period may be extended up to an additional 30 days, in which case you will be notified before the end of the first 30 day extension period. The notice of extension will explain the standards on which entitlement to a benefit are based, the unresolved issues that prevent a decision, and the additional information needed to resolve those issues. You will be given at least 45 days after receiving the notice to furnish that information.

Filing of an Appeal of an Adverse Benefit Determination for a Disability Claim

You will have 180 days following receipt of an adverse benefit decision to appeal the decision. You will ordinarily be notified of the decision not later than 45 days after the appeal is received. If special circumstances require an extension of time of up to an additional 45 days, you will be notified of such extension during the 45 days following receipt of your request. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected.

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