

BENEFIT PLAN

Prepared Exclusively for
CITY OF SANTA MONICA

Long Term Disability - Class 2-
Employees with the listed eligibility
hired on and after 1/1/1986

What Your Plan
Covers and How
Benefits are Paid



City of
Santa Monica[®]

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

Preface (GR-9N-02-005-01 CA)

Aetna Life Insurance Company (ALIC) is pleased to provide you with this *Booklet-Certificate*. Read this *Booklet-Certificate* carefully. The plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut (referred to as **Aetna**).

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

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

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

Group Policyholder:	City Of Santa Monica
Group Policy Number:	GP-737423
Effective Date:	October 1, 2015
Issue Date:	April 1, 2016
Booklet-Certificate Number:	9



Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

Important Information Regarding Availability of Coverage (GR-9N 02-005 02)

No benefits are covered under this *Booklet-Certificate* in the absence of payment of current premiums subject to the *Grace Period* and the *Premium* section of the *Group Insurance Policy*.

Unless specifically provided in any applicable termination provision described in this *Booklet-Certificate* or under the terms of the *Group Insurance Policy*, the plan does not pay benefits for a disability that starts before coverage starts under this plan. This plan will also not pay any benefits for any disability that starts after coverage ends.

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

Coverage for You

Long Term Disability Coverage

The plan may pay to you a portion of your income earnings as a monthly benefit for a period of long term disability caused by an **illness** or **injury** that occurs while your coverage is in effect.

Coverage under this plan is occupational and non-occupational. **Occupational injuries** and **illnesses** and **non-occupational injuries** and **illnesses** are covered. Conditions that are related to pregnancy may be covered under this plan.

Please refer to the *Long Term Disability* section for more details about your coverage.

Eligibility, Enrollment and Effective Date of Your Coverage

Who Is Eligible

How and When to Enroll

When Your Coverage Begins

Throughout this section you will find information on who can be covered under the plan, how to enroll and what to do when there is a change in your life that affects coverage. In this section, "you", "your" and "yours" means the employee to whom this *Booklet-Certificate* is issued and whose insurance is in force under the terms of this group insurance policy.

Who Is Eligible

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

Employees

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

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

Determining if You Are in an Eligible Class (GR-9N-29-005-02-CA)

You are in an eligible class if:

- You are a Class 2 all Active Full-Time and Permanent Part-Time employees represented by or who receive the benefits of the: City Council, Municipal Employees Association (MEA), International Brotherhood of Teamsters (IBT), Employees Action Committee of the Rent Control Board (EAC), Rent Control Letters of Employment, Supervisory Team Associates (STA) and Public Attorney's Legal Support Staff Union (PALSSU) hired on and after 1/1/1986, as defined by your employer.

In addition, to be in an eligible class you must be:

- scheduled to work on a regular basis at least 20 hours per week during your Employer's work week; and
- working within the United States, or assigned to work outside the United States for less than 2 years, you must remain on the United States payroll.

Determining When You Become Eligible

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

On the Effective Date of the Plan

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

After the Effective Date of the Plan

If you are hired after the effective date of this plan, your eligibility coverage date is the first day of the month coinciding with or next following the date you are hired.

If you enter an eligible class after the effective date of this plan, your coverage eligibility date is the date you enter the eligible class.

How and When to Enroll (GR-9N 29-015-02)

Enrollment

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by **Aetna** and your employer. To complete the enrollment process, you will need to provide all requested information.

When Your Coverage Begins (GR-9N 29-025-02)

Your Effective Date of Coverage

Your coverage takes effect on:

- The date you are eligible for coverage.

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

Your Disability Plan

(GR-9N 06-005 02) (GR-9N 06-010 02)

Benefit Eligibility

Benefits Payable

Successive Disabilities

Important Note

As used in this section of the *Booklet-Certificate*, "you" and "your" refers to a covered employee of the employer sponsoring this plan.

The disability plan provides you with a source of income if you should become disabled because of an illness, **injury** or disabling pregnancy-related condition while covered under this plan.

Long Term Disability (LTD) Coverage

Long term disability (LTD) coverage will pay a monthly benefit if you are disabled and unable to work because of:

- An **illness**;
- An **injury**; or
- A disabling pregnancy-related condition.

Long Term Disability Benefit Eligibility

Once you are covered, you will be eligible for benefits under this Long Term Disability (LTD) Plan on the first day that you suffer loss of ability to partial or totally perform the material duties of your occupation and you meet the test of disability. (See the *Test of Disability* section.)

Care of Physician Requirement

You must be under the care of a **physician** after your first LTD disability payment until such time that the care will **not**:

- Improve the condition(s) causing your disability; or
- Prevent a worsening of the condition(s) causing your disability.

For the purposes of all disability coverage included in this Plan, the term "**illness**" will mean a physical or mental abnormality resulting from disease or trauma.

When Benefits Are Payable

Once you meet the LTD **test of disability**, your long term disability benefits will be payable after the Elimination Period, if any, is over. No benefit is payable for or during the Elimination Period. The Elimination Period is the amount of time you must be disabled before benefits start. The Elimination Period is shown in the *Schedule of Benefits*.

Your Long Term Disability benefits will be payable for as long as your period of disability benefit eligibility continues but not beyond the end of the Maximum Monthly Benefit Period. The Elimination Period and the Maximum Monthly Benefit Period are shown in the *Schedule of Benefits*.

Premium Waiver

During your disability while benefits are payable:

- No premium payments will be required from your Employer.

Premium Reinstatement

If you are eligible to continue coverage, the employer's premium payments may be resumed on the first due date following the end of a period of disability during which premiums were waived.

Test of Disability (GR-9N 06-010 02)

Total Disability

From the date that you first become disabled and until monthly benefits are payable for 24 months, under this plan you are totally disabled when you are not able to perform with reasonable continuity the **substantial and material acts** necessary to pursue your **own occupation** in the usual or customary way and you are not working in your **own occupation**.

After the first 24 months that any monthly benefit is payable during a period of disability, under this plan you are “totally disabled” when you are not able to engage with reasonable continuity in any occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity that exists within any of the following locations:

- (i) a reasonable distance or travel time from your residence in light of the commuting practices of your community;
or
- (ii) a distance or travel time equivalent to the distance or travel time you traveled to work before becoming disabled;
or
- (iii) the regional labor market, if you reside or resided prior to becoming disabled in a metropolitan area.

Partial Disability

From the date that you first become disabled and until monthly benefits are payable for 24 months, under this plan, you are partially disabled on any day you are not “totally disabled” and that while actually working in your **own occupation**, as a result of **illness** or **injury** or a pregnancy related condition, you are unable to earn 80% or more of your **adjusted predisability earnings**.

After the first 24 months that any monthly benefit is payable during a period of disability, under this plan, you are partially disabled on any day you are not “totally disabled” and that while actually working in an **occupation**, as a result of **illness** or **injury** or a pregnancy related condition, you are unable to earn 80% or more of your **adjusted predisability earnings**.

Important Note

The loss of a professional or occupational license or certification, by itself, does not mean you meet the test of disability, unless due solely to illness or injury or a disabling pregnancy-related condition otherwise covered by this Plan.

Benefits Payable (GR-9N 06-015 02)

Benefits are paid on a monthly basis. The benefit amount is based on your **predisability earnings**, up to the maximum monthly benefit shown in the *Schedule of Benefits*.

To calculate your monthly long term disability benefit, multiply:

- Your Monthly **predisability earnings**; times
- The Benefit Percentage shown in the *Schedule of Benefits*.

The LTD benefit payable will be the lesser of:

- The monthly LTD benefit; and
- The maximum monthly benefit.

Any other income benefits you are eligible for may affect your benefits from this plan. **Other income benefits**, as defined later, will reduce the weekly or monthly benefit actually payable. The amount of the other income benefits will be subtracted from your monthly LTD benefit for which you are eligible. If the result is less than the minimum

monthly benefit shown in the *Schedule of Benefits*, the plan will pay an amount equal to the minimum monthly benefit. Please refer to the *Other Income Benefits* section of this Booklet-Certificate for details as to which other income benefits may reduce your monthly LTD benefit.

Benefit Reductions While Disabled and Working (GR-9N 06-020 02)

Your long term disability monthly benefit may be reduced if, while monthly benefits are payable, you receive income from:

- Your employer; or
- Any other employer, for whom you began working after the date a period of disability started,

which is more than 20% of your **adjusted predisability earnings**.

During the first 12 months:

- The monthly benefit will be reduced only if the sum of that income and the monthly benefit payable, without any reduction for other income benefits, exceeds 100% of your **adjusted predisability earnings**.

After the first 12 months,

- The monthly benefit will be reduced by 50% of such income received from any employer, or from any occupation for compensation of profit.

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

When Long Term Disability Benefit Eligibility Ends (GR-9N 06-025 01)

You will no longer be eligible for long term monthly benefits when the first of the following occurs:

- The date you no longer meet the LTD test of disability,
- The date you are no longer meet the Care of **Physician Requirement**. (See the *Care of Physician Requirement* section).
- The date you fail to provide proof that you meet the LTD test of disability.
- The date you refused to be examined by or cooperate with an independent **physician** or a licensed and certified health care practitioner, as requested. **Aetna** has the right to examine and evaluate you at any reasonable time while your claim is pending or payable. The examination or evaluation will be done at **Aetna's** expense.
- The date you reach the end of your Maximum Benefit Duration, as shown in the *Schedule of Benefits*.
- The date you are not receiving **effective treatment for alcoholism or drug abuse**, if your disability is caused (in whole or part) by alcoholism or drug abuse.
- The date you refuse any treatment recommended by your attending **physician** that would cure, correct or limit your disability.
- The date of your death.

Limitations Which Apply to Long Term Disability Coverage (GR-9N 06-030 01)

Benefits will be payable for a limited time for disabilities primarily caused by:

- A mental health or psychiatric condition, as defined by the most recently published edition of the Diagnostic and Statistical Manual of Mental Disorders, (DSM), including physical symptoms of these conditions, except for the diagnosis of schizophrenia.

Aetna will not apply the mental health or psychiatric condition limit to the following:

- Brain damage from stroke;
- Brain trauma;
- Brain damage caused by infection;
- Alzheimer's disease or other organic dementia; and

- Other conditions which are not routinely treated by a mental health provider using psychotherapy, psychotropic drugs or other similar methods of treatment.

- Alcohol and/or drug abuse, even if you are receiving **effective treatment for alcoholism or drug abuse**.

The limited benefit period for all such disabilities is 24 months. This is not a separate limitation for each condition or each disability, but a combined limitation for all disabilities for all of these conditions.

Important Note

The rules under *If You Become Disabled Again* do not apply beyond 24 months to disabilities subject to this *Limitations Which Apply to Long Term Disability Coverage* section.

If You Become Disabled Again (Successive Disabilities) (GR-9N 06-035 01)

Once you are no longer disabled and your monthly benefit payments have ended, any new disabilities will be treated separately. However, 2 or more separate disabilities due to the same or related causes will be deemed to be one disability and only one Elimination Period will apply if your disability occurs again within 6 months or less of continuous **active work** from when the prior disability ended.

Aetna will resume its payments to you if your coverage has remained continuously in effect for the period of your temporary recovery. You will not need to satisfy a new Elimination Period.

If:

- Your disability ended;
- Benefits were not payable because you did not meet the elimination period; and
- Your disability due to the same or related cause occurs again after less than 30 days of continuous active work from when the prior disability ended.

you will only need to satisfy the remainder of the elimination period in order to be considered eligible for benefits payments.

The first disability will not be included if it began while you were not covered under this LTD plan.

If you become eligible for coverage under any other group long term disability benefits plan carried or sponsored by your employer, this *If You Become Disabled Again* section will no longer apply to you.

Pre-existing Conditions (GR-9N 06-045 01)

A pre-existing condition is an **illness, injury** or pregnancy-related condition for which, during the 3 months before your coverage or increase in coverage became effective:

- You received medical treatment for the **illness, injury**, or pregnancy-related condition; or
- You took drugs or medicine prescribed or recommended by a **physician for the illness, injury, or pregnancy-related condition**.

No benefits are payable for any disability that is caused by or substantially contributed to by a pre-existing condition or medical or surgical treatment or pre-existing condition and starts before the end of the first 12 months following your effective date of coverage.

Special Rules As To An Increase in Coverage

If your disability is caused by a pre-existing condition, your monthly benefit will be based on the amount of the Scheduled monthly benefit that has been in effect for at least 12 months under this plan or any other prior coverage. You will not be eligible for any benefit increase if the disability starts within the first 12 months after you increase in coverage goes into effect.

Voluntary Vocational Rehabilitation Program (GR-9N 06-050-01)

Aetna has the right to evaluate you for participation in a **voluntary vocational rehabilitation program**.

Benefits Available to You When You Participate in a Voluntary Vocational Rehabilitation Program

This plan will pay for all of the services and supplies (including but not limited to, those for workplace modifications), you need in connection with participation in the program, except those for which you can be reimbursed by another payer, including government benefits programs. These services and supplies must be approved in advance, by **Aetna**.

Other Income Benefits (GR-9N 06-055-02) (GR-9N 06-060 01)

Important

Please read this section carefully. It explains how and when other income benefits reduce your monthly LTD benefit.

It is your responsibility to enroll or apply for benefits that you believe in good faith you are entitled from other sources. See the *Aetna Requires Proof of Other Income* section for more information.

Other income benefits can affect the monthly benefit described in the long term disability coverage section. When calculating the benefit payable, other income benefits that you, your spouse, your children or your dependents receive because of your disability or retirement may reduce your benefit.

The other income benefits will only be included in the calculation once you start receiving payments.

- 50% of any award received under The Jones Act, The Longshoremen's and Harbor Worker's Act or The Maritime Doctrine of Maintenance, Wages and Cure.
- Disability or retirement benefits received under the Federal Social Security Act, the Railroad Retirement Act, the Canadian Pension Plan, and the Quebec Pension Plan or any similar plan or act of a government.
- Temporary disability benefits received under any state or federal worker's compensation law.
- Disability benefits received under any state or federal occupational disease law.
- Disability benefits received under any government retirement system. (e.g. CalPERS).
- Statutory disability benefits
- Disability benefits received under any plan or arrangement of coverage:
 - As a result of employment by or association with the Employer; or
 - As a result of your membership in, or association with, any group, association, union or other organization.

(e.g. retirement program from your current Employer, life insurance that included a disability provision, etc.). This includes both plans that are insured and those that are not.

- Retirement benefits received under any group pension plan, but only to the extent that such benefits were paid for by an employer.
- Disability payments, less attorney's fees, received as compensation for lost wages which result from the act or omission of any person whose action caused your disability. These payments may be from insurance or other sources.
- Disability benefits received from an accumulated sick time or salary continuation program, provided they are part of an established group plan maintained by your Employer for the benefit of its employees.

What Happens When Other Income Benefits Increase (GR-9N 06-070-01)

An increase in other income benefits that you are receiving or any new other income benefits that you receive during the course of your disability may affect your benefit payable under this coverage.

If your other income benefits increase as the result of one of the following situations, the increased amount will be considered when calculating your benefits payable:

- Your benefit level is adjusted or corrected; or
- The severity of your disability changes.

This may result in a reduction in benefits payable.

A cost of living increase in other income benefits you receive from a governmental source (including, but not limited, to benefits received under the Federal Social Security Act) will *not* reduce your benefits payable.

A cost of living increase in other income benefits you receive from a non-governmental source will **not** affect your benefits payable to the extent that the increase is based on the annual average increase in the **Consumer Price Index**.

Other Income Benefits That Do Not Reduce Monthly Benefits (GR-9N 06-065 02)

Income received from certain sources will not reduce your monthly disability benefits under this plan.

Your benefits under the long term disability coverage will not be reduced by the amount of benefits you were receiving from the following sources, before you became disabled:

- Military and other government service pensions;
- Retirement benefits from a former employer;
-
- Retirement Federal Social Security Act.

The amount of income or other benefits from the following sources will not reduce your disability benefits:

- Profit sharing plans;
- Thrift or savings plans;
- 401(k) plans;
- Keogh plans;
- Employee stock option plans;
- Veteran's benefits for service-related disabilities;
- 403 (b) Tax-sheltered annuity plans;
- 457 deferred compensation plans;
- Severance pay;
- Individual disability income policies; or
- Individual retirement accounts (IRAs).

How Aetna Applies Other Income Benefits (GR-9N 06-075 02)

Long Term Disability

Any lump sum or periodic payments you receive from any other income benefit are prorated on a monthly 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. **Aetna** will take into account the expected duration of your disability payments and other relevant factors.

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

Any of these other income benefit payments that date back to a prior date may be allocated on a retroactive basis.

Estimate of Other Income Benefits

You must apply for all *other income benefits* which you are eligible to receive relative to your disability. **Aetna** will estimate other income benefits for which:

- we believe in good faith you are eligible for; and
- you refuse to apply or pursue.

Your benefit will not be reduced by *other income benefits* that you have applied for. You must provide proof that you have applied and are pursuing **other income benefits**.

Your benefit will not be reduced by other income benefits if you sign and return a reimbursement agreement to **Aetna**. The reimbursement agreement includes your promise to apply, pursue and repay **Aetna** for any overpayment of benefits made to you.

If *other income benefits*, your monthly benefit will be adjusted to the actual amount when **Aetna** receives proof:

- Of the exact amount paid or awarded; or
- That you have pursued other income benefits with reasonable diligence.

If estimating your other income benefits results in an underpayment, **Aetna** will pay you the difference between the underpayment and the benefit payable.

If estimating your other income benefits results in an overpayment, you must repay **Aetna** the difference between all overpayments and the benefit payable. If **Aetna** must take legal action to recover such overpayment, you also must pay **Aetna's** reasonable attorney fees and court costs, if **Aetna** prevails.

Aetna Requires Proof of Other Income (GR-9N-06-080 01)

Aetna may require proof that you have:

- Applied for and pursued all other income benefits with reasonable diligence.
- Furnished the necessary proof to obtain other income benefits, which include, but is not limited to, workers' compensation benefits;
- Not waived (given up his or her right to) any other income benefits without **Aetna's** written consent;
- Sent **Aetna** copies of documents showing the effective dates and amounts of other income benefits.

Aetna may require proof of income you receive from any work for pay or profit.

You do not have to apply for:

- Retirement benefits paid only on a reduced basis; or
- Disability benefits under a group life insurance plan, if the disability benefits would reduce the amount of your group life insurance.

However, if you apply for and receive these benefits, they will be considered as other income benefits and you must provide proof to **Aetna**, if requested.

Aetna has the right to suspend or adjust this plan's benefits if:

- You do not provide the proof of income requested;
- **Aetna** has a reasonable, good faith believe that you are eligible for other income benefits; and
- **Aetna** has the means to reasonably estimate the amount of the other income.

Survivor Benefit (GR-9N 06-090 01)

If you die while disabled, a single, lump sum benefit will be paid under this provision if:

- There is an eligible survivor as defined below; and
- A monthly benefit was payable under this plan.

The benefit amount will be 3 times the monthly benefit, not reduced by other income benefits, for which you were eligible in the full month just before the month in which you die.

If you die before you are eligible for one full monthly benefit, however, the benefit will be 3 times the monthly benefit, not reduced by other income benefits for which you would have been eligible if you had not died, for the first full month after the month in which you die.

An eligible survivor is:

- Your legally married spouse or domestic partner at the date of your death.
- If there is no such spouse or domestic partner, your biological or legally adopted child who, when you die:
 - is not married; and
 - is depending on you for support; and
 - is under age 25. This age limit will not apply if the child is not capable of self-sustaining employment because of mental or physical handicap which existed prior to age 25.

How the Survivor Benefit Will Be Paid

The benefit will be paid to your eligible surviving spouse or domestic partner, if any. Otherwise, it will be paid in equal shares to your eligible surviving children.

If monthly benefit payments are made in amounts greater than the monthly benefits that you are entitled to receive, **Aetna** has the right to first apply the survivor benefit to any such overpayment.

Aetna may pay the benefit to anyone who, is caring for and supporting the eligible survivor; or if proper claim is made, **Aetna** may pay the benefit to an eligible survivor's legally appointed guardian or committee.

Exclusions That Apply to Long Term Disability (GR-9N 28-010-01)

Long term disability coverage does not cover any disability on any day that you are confined in a penal or correctional institution for conviction of a criminal act or other public offense. You will not be considered to be disabled, and no benefits will be payable.

Long term disability coverage also does not cover any disability that:

- Is due to participation in insurrection, rebellion, or taking part in a riot or civil unrest.
- Is due to intentionally self-inflicted **injury**.
- Is due to war or any act of war (declared or not declared).
- Results from your commission of, or attempting to commit a criminal act.
- Results from a motor vehicle accident caused by operating the vehicle while you are under the influence of alcohol. A motor vehicle accident will be deemed to be caused by the use of alcohol if it is determined that at the time of the accident you were :
 - Operating the motor vehicle while under the influence of alcohol at a level which meets or exceeds the level at which intoxication would be presumed under the laws of the state where the accident occurred. If the accident occurs outside of the United States, intoxication will be presumed if the person's blood alcohol level meets or exceeds .08 grams per deciliter.

Additional Benefits (GR-9N 06-095 01)

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

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

When Coverage Ends For Employees (GR-9N-30-005-05 CA)

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer;
- Your employment stops for any reason, including job elimination or being placed on severance. This will be the date you stop active work. However, if premium payments are made on your behalf, **Aetna** may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
 - If you are not **actively at work** due to **illness or injury**, your coverage may continue, until stopped by your employer, but not beyond 12 months from the start of the absence.
 - If you are not **actively at work** due to temporary lay-off or leave of absence, your coverage will stop on the last full day you are **actively at work** before the start of the lay-off or leave of absence.

It is your employer's responsibility to let **Aetna** know when your employment ends. The limits above may be extended only if **Aetna** and your employer agree, in writing, to extend them.

Reinstating Coverage (GR-9N-30-005-01 CA)

If your long term disability coverage ends, you may reinstate coverage subject to the rules described in the *When your Coverage Begins* section.

However, if your coverage ends because you stop active work, you may reinstate coverage without having to complete a new eligibility probationary period, if you return to active work in an Eligible Class within 24 months of the date your coverage ended.

In addition, if you return to work in an *Eligible Class* within 6 months of the date your coverage ended, the pre-existing condition rule applies to the extent the rule would have applied if your coverage had not ended.

Extension of Benefits (GR-9N-31-020-01 CA)

Coverage for Long Term Disability Benefits

If your long term disability coverage ends during a period of total disability which began while you had coverage, any long term disability benefits will be continued until your benefit eligibility ends.

General Provisions (GR-9N-32-005-02 CA)

This certificate (the application of the employer, if any, and the individual applications, if any, of the employees) constitute(s) the entire contract between the parties, and any statement made by the employer or by any employee shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall (avoid the insurance or reduce the benefits under this plan or) be used in defense to a claim hereunder unless it is contained in a

written application, nor shall any such statement of the employer, except a fraudulent misstatement, be used at all to void this plan after it has been in force for three years from the date of its issue, nor shall any such statement of any employee eligible for coverage under this plan, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred or disability (as defined in the herein) commencing after the insurance coverage with respect to which claim is made has been in effect for three years from the date it became effective.

No change in this plan shall be valid unless approved by an executive officer of the insurer and unless such approval be endorsed herein or attached hereto. No agent has authority to change this plan or waive any of its provisions.

Time Limit on Certain Defenses

After this policy has been in force for a period of three years, no statements of the employer contained in the application, and no statement relating to insurability made by any employee eligible for coverage under the policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of three years during the lifetime of the person with respect to whom any such statement was made.

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

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

Grace Period

A grace period of 60 days will be granted for the payment of premiums accruing after the first premium, during which grace period the policy shall continue in force, but the employer shall be liable to the insurer for the payment of the premium accruing for the period the policy continues in force.

Notice of Claim

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible.

Claim Forms

The Insurer, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this plan as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written proof of loss must be furnished to the insurer, in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss, within [90-365] days after the termination of the period for which the insurer is liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required.

Time of Payment of Claim

Indemnities payable under this policy for any loss other than loss for which this policy provides periodic payments will be paid (to the insured employee) as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which this policy provides periodic payment will be paid (to the insured employee) and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured employee. Any other accrued indemnities unpaid at the insured employee's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured employee.

If any indemnity of this policy shall be payable to the estate of the insured employee, or to an insured employee or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity up to an amount not exceeding [\$1,000] to any relative by blood or connection by marriage of the insured employee or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

Subject to any written direction of the insured employee in an application or otherwise all or a portion of any indemnities provided by this policy on account of hospital, nursing, medical or surgical service may, at the insurer's option, and unless the insured employee requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the hospital or person rendering such services, but it is not required that the service be rendered by a particular hospital or person.

Physical Examinations (GR-9N-32-005-03 CA)

Aetna will have the right and opportunity to examine the person of any person whose injury or illness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder. Examples of such examinations include independent medical exams, interviews or functional capacity exams.

Legal Action

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

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

Confidentiality

Information contained in your medical records and information received from any provider incident to the provider patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by **Aetna** when necessary for the operation of the plan and administration of this Booklet-Certificate, or other activities, as permitted by applicable law. You can obtain a copy of **Aetna's** Notice of Information Practices by calling **Aetna's** toll-free telephone number shown in the *Preface* section of this Booklet-Certificate.

Additional Provisions

The following additional provisions apply to your coverage:

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

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

An assignment is the transfer of rights to the Disability Benefits under the group policy to a person you name. **Aetna** must give written consent to the assignment.

Misstatements

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

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

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

Recovery of Overpayments (GR-9N-32-010-01-CA)

Long Term Disability Coverage

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

- Require you to return the overpayment on request;
- Stop payment of benefits until the overpayment is recovered;
- Take any legal action needed to recover the overpayment; and
- 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 responsible for repayment of the total overpaid amount.

Examples of “other income benefits” are:

- Workers' compensation.
- Federal Social Security benefits.
- Disability payments made by, or on behalf of, a third party as a result of any person's action or inaction.

Contract Not a Substitute for Workers' Compensation Insurance

(GR-9N-32-030-01-CA)

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

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

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

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

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

Glossary

(GR-9N-34-005-02 C.A)

In this section, you will find definitions for the words and phrases that appear in **bold type** throughout the text of this Booklet-Certificate.

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

Active at Work; Actively at Work; Active Work (GR-9N-34-005-02)

You will be considered to be active at work, actively at work or performing active work on any of your employer's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the number of hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

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

Adjusted Predisability Earnings

Your **predisability earnings**, plus any increase made on each January 1. The first increase will be made on the January 1 following a 12-month period of disability. On each January 1, the increase made will equal the percentage increase in the **Consumer Price Index**, rounded to the nearest tenth; to a maximum of 10%.

Aetna

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

Approved Rehabilitation Program

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

- Vocational testing;
- Vocational training;
- Alternative treatment plans such as:
 - Support groups;
 - Physical therapy;
 - Occupational therapy; and
 - Speech therapy;
- Workplace modification to the extent not otherwise provided;
- Part time employment; and
- Job placement.

A rehabilitation program will no longer be an **approved rehabilitation program** on the date **Aetna** withdraws, in writing, its approval of the program.

C (GR-9N 34-015 02)

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.

E (GR-9N 34-025 04)

Effective Treatment of Alcoholism or Drug Abuse

This means a program of alcoholism or substance 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.

Detoxification and **maintenance care** are not effective treatment.

H (GR-9N 34-040 02)

Hospital

An institution that:

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

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

I (GR-9N 34-045 02)

Illness

A physical or mental abnormality caused by disease or trauma.

Injury

Physical harm or damage to your body.

O (GR-9N 34-075 01 C.A)

Own Occupation

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

P *(GR-9N-34-080-05 CA)*

Physician *(GR-9N-34-080-05 CA)*

A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who is practicing within the scope of his or her license.

Predisability Earnings

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 monthly basis.

Your **predisability earnings** will be figured from the rule below that applies to you.

- 1) If you are paid on an annual contract basis, your monthly salary is based on your annual contract divided by 12.
- 2) If you are paid on an hourly basis, the calculation of your monthly wages is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month; but not more than 173 hours per month.
- 3) If you do not have regular work hours, the calculation of your monthly salary or wages is based on the average number of hours you worked per month during the last 12 calendar months (or during your period of employment if fewer than 12 months); but not more than 173 hours per month.

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

Salary or wages do not include:

- Awards and bonuses.
- Overtime pay.
- Fringe benefits.
- Contributions made by your Employer to any deferred compensation arrangement or pension plan.
- Extra compensation such as payments for revenue sharing, housing allowances, stipends, relocation incentives or buyouts of unused vacations, professional fees, non-qualified income.

A retroactive change in your rate of earnings will not result in a retroactive change in coverage.

S *(GR-9N 34-095-05)*

Substantial and Material Acts

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

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

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

Treatment Facility

This is an institution (or distinct part thereof) that is for the treatment of alcoholism or drug abuse and which meets fully every one of the following tests:

- It is primarily engaged in providing on a full-time inpatient basis, a program for diagnosis, evaluation, and treatment of alcoholism or drug abuse.
- It provides all medical detoxification services on the premises, 24 hours a day.
- It provides all normal infirmary-level medical services required during the treatment period, whether or not related to the alcoholism or drug abuse, on a 24 hour daily basis. Also, it provides, or has an agreement with a **hospital** in the area to provide, any other medical services that may be required during the treatment period.
- On a continuous 24 hour daily basis, it is under the supervision of a staff of **physicians**, and provides skilled nursing services by licensed nursing personnel under the direction of a full-time registered graduate nurse.
- It prepares and maintains a written individual plan of treatment for each patient based on a diagnostic assessment of the patient's medical, psychological and social needs with documentation that the plan is under the supervision of a **physician**.
- It meets any applicable licensing standards established by the jurisdiction in which it is located.

V *(GR-9N 34-105 01)*

Voluntary Vocational Rehabilitation Program

A written program that provides services and supplies which are intended to enable you to return to work. The program may include, but is not limited to:

- Vocational testing;
- Vocational training;
- Alternative treatment plans such as:
 - Support groups;
 - Physical therapy;
 - Occupational therapy; and
 - Speech therapy;
- Workplace modification to the extent not otherwise provided;
- Part time employment; and
- Job placement.

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 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 FMLA 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.