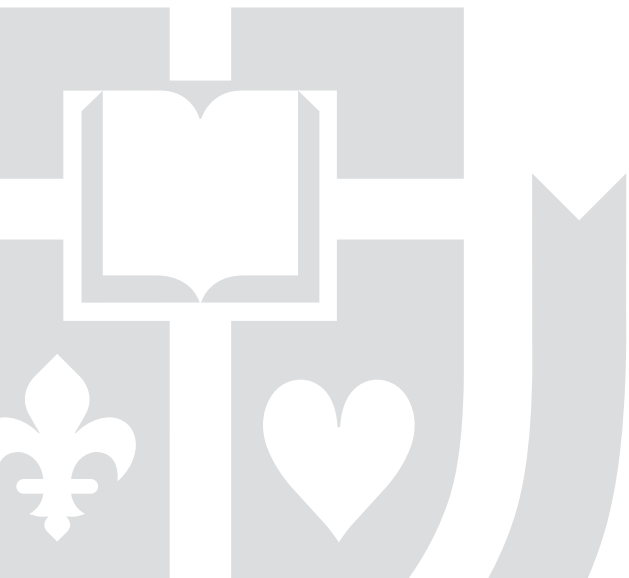




# Employee Group Life Insurance Plan

Plan Document and  
Summary Plan Description



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# Table of Contents

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Summary of Coverage .....	Issued With Your Booklet
Table of Contents .....	1
Your Group Coverage Plan.....	2
Life Insurance .....	3
Accidental Death and Personal Loss Coverage .....	8
Effect Of Benefits Under Other Plans .....	16
Effect of Prior Coverage - Transferred Business .....	16
General Information About Your Coverage .....	17
Glossary .....	23
(Defines the Terms Shown in Bold Type in the Text of This Document.)	

Note: The 4-digit codes appearing on the left side of certain blocks of text are required by the State of New York.

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# Your Group Coverage Plan

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

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



President

Group Policy: **GP-724306**  
Cert. Base: **1**  
Issue Date: **May 1, 2003**  
Effective Date: **January 1, 2003**

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

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# Life Insurance

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

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## A Permanent and Total Disability Feature

If you become permanently and totally disabled, your insurance may be extended. You will not have to make any further contribution. No premium payments will be required from your Employer.

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

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

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

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

You must meet all of the following to be eligible:

- Your Life Insurance must be in force when you become permanently and totally disabled.
- You must be under age 60 when you are first permanently and totally disabled.
- Your permanent and total disability must have lasted for at least 9 months.
- You must furnish all proof when requested. Aetna has the right to examine you, at its expense, before approving the proof.

Aetna must receive written notice of claim for this extension at its Home Office within 12 months after you stop active work. Proof of the permanent and total disability must be received no later than 12 months after premium payments stop.

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

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

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

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

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

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

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

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

### **Extended Death Benefit**

If Aetna received proof, at its Home Office, that all of the following apply, it will pay your beneficiary the amount of Life Insurance which may be extended under the permanent and total disability provision:

- Premium payments for your Life Insurance cease while you are totally disabled by disease or injury which stops you from working in any reasonable job.
- You die during the uninterrupted continuance of the total disability.
- Death occurs no later than 12 months after premium payments from your Employer cease.
- You would have qualified for extended insurance except that:

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

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

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

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

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

**Receipt of accelerated death benefit may affect eligibility for public assistance program.**

If, while covered under this Plan for Life Insurance you become terminally ill, you may request that Aetna pay an Accelerated Death Benefit (herein called ADB). Upon Aetna's approval of any such request, Aetna will pay to you the amount of ADB; subject to all of the following terms.

A person is terminally ill if the person:

- suffers from an incurable, progressive, and medically recognized disease or condition; and
- to a reasonable medical probability and based on a generally accepted prognostic protocol, will not survive more than the ADB Months beyond the date of the request for an ADB.

You may request an ADB at any time by completing an Aetna Request For Accelerated Death Benefit Form and submitting it to Aetna. The request must include the statement of a currently licensed United States physician that you are terminally ill.

The physician's statement must include:

- all medical test results;
- laboratory reports; and
- any other information on which the statement is based, including the generally accepted prognostic protocol used by the physician to determine your expected remaining life span.

Your request for an ADB must state the amount of the benefit requested. You may request as an ADB up to the ADB Percentage of the amount of Life Insurance then in force for you; but in no event may the requested amount of ADB be more than the ADB Maximum. The minimum amount you may request is the ADB Minimum.

You may request an ADB under this Plan only once.

If, by assignment or otherwise, someone other than you is the owner of your Life Insurance Coverage, an ADB will not be available under this Plan for you.

If, during the ADB Months following the date of your request for an ADB, the amount of your Life Insurance would reduce due to the attainment of a specified age or retirement, the ADB amount will be calculated by multiplying the percentage that you have requested by the amount of Life Insurance that would remain in effect after any reduction.

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When your request for an ADB has been approved, the amount of Life Insurance then in force for you will be reduced by the amount of ADB. If your amount of Life Insurance has been so reduced, you will not be entitled to the Conversion of Life Insurance for the amount of Life Insurance that ceases because of the reduction by the amount of the ADB.

In considering your request for an ADB, Aetna may require you, at Aetna's expense, to submit to an independent medical exam by a physician chosen by Aetna. Aetna may suspend its review of a request for an ADB until the exam has been completed and the results submitted to Aetna.

Aetna may refuse your request for an ADB if:

- prior to Aetna's receipt of approval of the request:
  - the group contract terminates as to your Eligible Class (even though all or part of your Life Insurance Coverage continues for any reason); or
  - the entire amount of Life Insurance of the person for whom request is made ceases under the group contract for any reason; or
- prior to payment of the ADB, you die.

Upon approval by Aetna, the amount of ADB will be paid to you in a lump sum.

To the extent allowed by law:

- any ADB paid to you is exempt from any legal or equitable process for your debts; and
- you will not be required to request an ADB in order to satisfy claims of creditors.

If:

- Aetna has extended your Life Insurance under the terms of the Permanent and Total Disability Feature;
- and you have not previously requested and received an ADB;

you may apply for an ADB. All of the preceding terms of this ADB section will apply to any ADB requested while your Life Insurance is being extended under the terms of the Permanent and Total Disability Feature.

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## Life Insurance For Your Dependents

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

The following dependents are not eligible:

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

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# Accidental Death and Personal Loss Coverage

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

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

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

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

If:

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

This Plan also pays a benefit if, while insured, you suffer a bodily injury in an accident and if, within 30 days after the accident and as a direct result of the injury, you are stricken with one of the following forms of paralysis:

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

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- Coma – Aetna will pay a monthly benefit on your behalf provided you are continually **comatose** for at least 30 consecutive days. Proof that you are **comatose** must be submitted to Aetna no later than 60 days after the date you become **comatose**.

11037

A limb means the entire arm or leg.

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**Benefit**

The full Principal Sum is payable for loss of life.

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

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

The full Principal Sum is payable for quadriplegia.

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

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

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

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

One quarter of the Principal Sum is payable for uniplegia.

The following benefit is payable if you become **comatose**:

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

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

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

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

GR-9 failure to have any required exam;9

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

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

If you become **comatose** and qualify for a related benefit, your monthly benefit is payable to your named beneficiary. No benefit will be payable if:

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

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

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

11038, 11037-1

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## Total Disability Benefit

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

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

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

Written notice of your death must be given to Aetna at its Home Office within 12 months of your death. If it is not reasonably possible to meet this deadline for giving notice, the benefit will still be payable if written notice is given as soon as reasonably possible. Otherwise, Aetna will not have to pay this benefit.

11038

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**Additional Accidental Death Benefits**

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

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**Passenger Restraint and Airbag Benefit**

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

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

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

11040

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

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**Education Benefit**

***Education Benefit for Your Dependent Child***

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

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

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

The first Education Benefit will be paid when:

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

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

A Dependent Child means a child who is:

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

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

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

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

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

The Education Benefit will be payable to the Dependent Child if that child has attained the age of majority. Otherwise, the Education Benefit will be payable to the guardian of the estate of the minor, or to the Custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law. If on your death there is no surviving Dependent Child, an Education Benefit will be payable in a lump sum to your named beneficiary.

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### *Education Benefit for Your Spouse*

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

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

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

The first Education Benefit will be paid when:

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

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

The Education Benefit will be payable to your surviving spouse, regardless of beneficiary for your Life Insurance amount. If you do not have a surviving spouse, an Education Benefit will be payable in a lump sum to your named beneficiary.

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### **Child Care Benefit**

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

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

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The first Child Care Benefit will be paid when:

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

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

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

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

The Child Care Benefit will be payable to the guardian of the estate of the minor, or to the Custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law. If on your death there is no surviving Dependent Child, a Child Care Benefit will be payable in a lump sum to your named beneficiary.

11043

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### Repatriation of Remains Benefit

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

11046

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### Limitations

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

- A bodily or mental infirmity.
- A disease or bacterial infection.\*
- Medical or surgical treatment.\*
- Suicide or attempted suicide.
- An intentionally self-inflicted injury.

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- A war or any act of war (declared or not declared).
  - Commission of or attempt to commit a felony.
  - Use of alcohol, intoxicants, or drugs, except as prescribed by a physician. An accident in which the blood alcohol level of the operator of a **motor vehicle** meets or exceeds the level at which intoxication would be presumed under the law of the state where the accident occurred shall be deemed to be caused by the use of alcohol.
  - Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo).

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

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

11047

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

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# 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 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:

- Group insurance plans.
- Hospital service or expense indemnity organizations.
- Medical service or expense indemnity organizations.
- Any other prepayment plans.

A person's Life Insurance under this Plan replaces and supersedes any prior life insurance. It will be in exchange for everything under the prior life insurance. If you or your beneficiary become entitled to claim under the prior life insurance, your Life Insurance under this Plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance under this Plan will be returned to your Employer.

The mode of settlement you chose and the beneficiary you named under a prior Aetna life insurance plan will apply to this Plan. This can be changed according to the terms of this Plan.

Coverage under any other section of this Plan will be in exchange for all privileges and benefits provided under any like prior coverage. Any benefits provided under such prior coverage may reduce benefits payable under this Plan.

The beneficiary you named under a prior Aetna accidental death and dismemberment coverage plan will apply to this Plan. This can be changed according to the terms of this Plan.

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# General Information About Your Coverage

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## Termination of Coverage

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

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

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

If you are not at work due to 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 may continue until stopped by your Employer, but not beyond the end of the month following the date of the lay-off. If you are not at work due to an approved leave of absence, your employment may continue until stopped by your Employer, but not beyond 12 months in which the absence started..

The Summary of Coverage may show an Eligible Class of retired employees. If you are in that class, your employment may be deemed to continue:

- for any coverage shown in the Retirement Eligibility section; and
- subject to any limits shown in that section.

If no Eligible Class of retired employees is shown, there is no coverage for retired employees.

In figuring when employment will stop for the purposes of termination of any coverage, Aetna will rely upon your Employer to notify Aetna. This can be done by telling Aetna or by stopping premium payments. Your employment

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may be deemed to continue beyond any limits shown above if Aetna and your Employer so agree in writing.

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

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## Handicapped Dependent Children

11048

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

Your child is fully handicapped if:

- he or she is not able to earn his or her own living because of mental illness, developmental disability, mental retardation (as defined in the Mental Hygiene law), or a physical handicap which started prior to the date he or she reaches the maximum age for dependent children; and
- he or she depends chiefly on you for support and maintenance.

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

Coverage will cease on the first to occur of:

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

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

11048

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## Conversion of Life Insurance

### *Your Life Insurance*

If any of your Life Insurance ceases because:

- your employment ceases;
- you are no longer in a class eligible for such insurance;
- of age;
- of pension or retirement; or

- 
- of a reduction in your insurance for any other reason;

the amount of insurance which ceases may be converted to a personal life insurance policy. A lesser amount may be converted, if so desired.

### ***Your Dependents' Life Insurance***

If any of your Dependents' Life Insurance ceases because:

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

the amount of insurance which ceases for each dependent may be converted to personal life insurance policies. A lesser amount may be converted, if so desired.

6200, 6205

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

The converted policy may be any kind of personal policy then customarily being issued by Aetna for the amount being converted and for the person's age (nearest birthday) on the date it will be issued. A term policy will not be available except for the limited period set forth below. It will not have disability or other extra benefits.

The person may request to have the effective date of the form of insurance to be provided by the personal policy deferred for up to one year. It will be ridered or endorsed to provide term insurance for the period of deferment. The premiums due under the personal policy on and after the end of the term insurance period will be based on the person's age (nearest birthday) at such date.

When Life Insurance ceases because that part of the group contract terminates as to your employee class, the amount that ceases may be converted to a personal policy. The amount will be less any amount of group life insurance the person becomes eligible for within 45 days of termination.

In order to convert, written request must be made for a personal policy within 31 days after cessation of insurance for any of the above reasons. The first premium must be paid within that 31 days.

No evidence of insurability will be required.

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

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The premiums for the personal policy will be at Aetna's usual rates for the same policy issued to any other person of the same class of risk and age when the personal policy is to become effective.

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

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

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**Life Insurance After Termination**

6210

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

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

6470

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

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**Additional Provisions**

6470

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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**Assignments**

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

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**Claims of Creditors**

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

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**Beneficiaries**

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

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

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

If no named beneficiary survives you or if no beneficiary has been named, payment will be made as follows to those who survive you:

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

6430, 6400, 6475

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**Reporting of Claims**

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

6320

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

6320

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. Otherwise, late claims will not be covered.

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## Payment of Benefits

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

6350, 9265

All other benefits are payable to you.

6350, 9265

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

7693

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

6350, 9265

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

6350, 9265

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# Glossary

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

## **Airbag**

An airbag is:

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

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

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

## **Coma**

This means the condition of being comatose.

## **Comatose**

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

## **Legally Licensed Child Care Center**

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

## **Motor Vehicle**

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

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

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

- a motor vehicle which has been altered and no longer meets the licensing and registration requirements; or

- 
- a motorcycle; or
  - an "ATV" All Terrain Vehicle; or
  - a military vehicle; or
  - a vehicle while being used for farming or racing or any other type of competitive event.

### **Passenger Restraint**

This is a restraint that is:

- an unaltered seat belt or lap and shoulder restraint installed by the manufacturer of the **motor vehicle**; or
- a seat belt or lap and shoulder restraint;

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

installed by an authorized **motor vehicle** dealer; and

- any child restraint device which is properly secured in the **motor vehicle** and meets the definition of the law of the state in which the **motor vehicle** is licensed and registered.

### **Treatment Facility (Mental Disorder)**

This is an institution that:

- Mainly provides a program for the diagnosis, evaluation, and effective treatment of **mental disorders**.
- Is not mainly a school or a custodial, recreational or training institution.
- Provides infirmary-level medical services. Also, it provides, or arranges with a **hospital** in the area for, any other medical service that may be required.
- Is supervised full-time by a psychiatrist who is responsible for patient care and is there regularly.
- Is staffed by **psychiatric physicians** involved in care and treatment.
- Has a **psychiatric physician** present during the whole treatment day.
- Provides, at all times, psychiatric social work and nursing services.
- Provides, at all times, skilled nursing care by licensed nurses who are supervised by a full-time **R.N.**
- Prepares and maintains a written plan of treatment for each patient based on medical, psychological and social needs. The plan must be supervised by a **psychiatric physician**.
- Makes charges.
- Meets licensing standards.

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## Privacy Notice

The information in this Notice is not a part of either the group contract, your Certificate of Coverage or the Booklet. It is important to you as a covered person under the group contract. We have bound it into this document only as an aid to you in keeping insurance related material together.

This Notice describes certain aspects of Aetna U.S. Healthcare's insurance privacy policy which apply to you as a covered person in a plan of group insurance insured by Aetna. The policy does not apply where a different approach is required by law.

### **Information Which May be Collected**

Aetna, in providing insurance services to you, relies mainly on the information you give on your group enrollment form and when you file claims.

Aetna may also collect information about you from other sources. This is information necessary for Aetna to perform its function with regard to the insurance transaction in question. For example, if the amount or type of coverage you are entitled to depends on your earnings or job class, Aetna would obtain that information from your Employer.

### **Disclosure of Information To Others**

All of this information will be treated as confidential. It will not be disclosed to others without your authorization, except in some instances where such disclosure is necessary for the conduct of Aetna's business. Disclosure cannot be contrary to any law which applies.

The following sets forth the types of disclosure that may be made:

- Financial information (but not medical information) may be made available to your Employer or his or her representative in connection with the administration of the Plan. Information may also be made available in connection with policyholder audits.
- Information may be disclosed to other insurers if there may be duplicate coverage or a need to preserve the continuity of your coverage.
- Information may be disclosed to Peer Review Organizations and other agencies to determine whether health services were necessary and reasonably priced.

In addition, information may be given to regulators of Aetna's business and to others as may be required by law. It may also be given to law enforcement authorities when needed to prevent or prosecute fraud or other illegal activities.

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### **Your Right of Access and Correction**

In general, you have a right to learn the nature and substance of any information Aetna has in its files about you. You may also have a right of access to such files, except information which relates to a claim or a civil or criminal proceeding, and to ask for correction, amendment, or deletion of personal information. This can be done in states which provide such rights and which grant immunity to insurers providing such access. If you request any health information, Aetna may elect to disclose details of the information you request to your (attending) physician. If you wish to exercise this right or if you wish to have more detail on our information practices, please contact:

Aetna Life Insurance Company  
Executive Response Team, MCAF  
151 Farmington Avenue  
Hartford, Connecticut 06156

Under New Mexico law, a resident of New Mexico has the right to register as a “protected person” in connection with disclosure of confidential domestic abuse information. If you wish to exercise this right, contact the Member Services number on your ID card, or write to the address shown above.

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

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

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

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

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

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

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

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

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

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

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

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

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# Summary of Coverage

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**Employer:** St. John's University

**Group Policy:** GP-724306

**SOC:** 1A

**Issue Date:** May 1, 2003

**Effective Date:** January 1, 2003

The benefits shown in this Summary of Coverage are available for you and your eligible dependents.

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

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## Eligibility

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### Employees

You are in an Eligible Class if you are not a temporary or seasonal employee but you are a Staff, Law School or Union Faculty member, and you are a regular full-time employee or an Administrator, and you are a regular full-time employee, **working at least 30 hours per week**, of an employer participating in this Plan.

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

**Life, Supplemental Life, Dependents Life Insurance, and  
Accidental Death & Personal Loss Coverage  
Law School Faculty Members, Union Faculty, Administrators, and Staff**

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You can remain in an Eligible Class as a retired employee if when you terminate active employee status you have reached age 55, completed at least 10 years of service with your Employer, and your age plus your years of service must total at least 75 years or more. You may continue your Life Insurance. Your Life Insurance will be subject to any reduction set forth below.

If you retired before the Effective Date of this Plan, you are also in an Eligible Class. You must follow the Enrollment Procedure. You may have Life Insurance.

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## Dependents

You may cover your:

- wife or husband; and
- unmarried children who are under 19 years of age.

Any other unmarried child under age 23 who goes to school on a regular basis and depends solely on you for support will be covered as a dependent.

Your children include:

- Your biological children.
- Your adopted children.
- Any other child you support who lives with you in a parent-child relationship.

No person may be covered both as an employee and dependent and no person may be covered as a dependent of more than one employee.

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## Enrollment Procedure

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### *With Respect to Active Employees*

You will get a form to fill out. This form will allow your Employer to deduct your contributions for supplemental and dependents coverages from your pay. You may elect additional coverage, up to 100% of your basic annual earnings without providing evidence of good health, only during the annual enrollment period established by your Employer, or if there is a qualifying Family Status Change as defined below. Be sure to sign and return it within 31 days of your eligibility.

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**With Respect to Retired Employees**

You will get a form to fill out. This form will be used to arrange the amount and method of your contributions. Be sure to sign and return it within 31 days of your eligibility.

**Family Status Change** - A qualified Family Status Change is defined as:  
-the marriage or divorce of the employee; the death of a spouse or dependent child; the birth or adoption of a dependent child; a change in the employment status for the employee or spouse

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## Effective Date of Coverage

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### Employees

**With Respect to Active Employees**

Your coverage will take effect on your Eligibility Date.

*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.

**With Respect to Retired Employees**

Your coverage will take effect on the later to occur of:

- your Eligibility Date; and
- the date you return your signed form.

If you don't sign and return your form within 31 days of your Eligibility Date, coverage will not take effect until you submit evidence of good health that is acceptable to Aetna.

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### Dependents

Coverage for your dependents will take effect on the date yours takes effect if, by then, you have enrolled for dependent coverage. You should report any new dependents. This may affect your contributions. If you don't do so within 31 days of any dependent's eligibility date, evidence of his or her good health that is acceptable to Aetna will be required.

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# Life Insurance

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## Schedule of Life Insurance

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### Employees

#### Basic Schedule

Effective January 1, 1999

#### Classification

Law School, Union Faculty  
Members and Administrators

#### Amount

100% of your basic annual earnings, as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000.

Maximum: \$ 200,000

Minimum: \$ 30,000

#### Staff

100% of your basic annual earnings, as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000.

Maximum: \$ 75,000

Minimum: \$ 10,000

#### Retirees

If you are retired and become insured on the Effective Date of this Plan, the amount of your Life Insurance will be \$ 10,000.

#### Supplemental Schedule

Effective May 1, 1999

#### Classification

All Active Employees  
Option 1

#### Amount

100% of your basic annual earnings, as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000.

Maximum: \$ 600,000

Minimum: \$ 10,000

All Active Employees  
Option 2

200% of your basic annual earnings, as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000.

Maximum: \$ 600,000

Minimum: \$ 10,000

All Active Employees  
Option 3

300% of your basic annual earnings, as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000.

Maximum: \$ 600,000

Minimum: \$ 10,000

All Active Employees  
Option 4

400% of your basic annual earnings, as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000.

Maximum: \$ 600,000

Minimum: \$ 10,000

### Evidence Requirements

#### *Supplemental Life: Active Employees Only*

You can become insured for an amount of Supplemental Life Insurance in excess of \$ 300,000 or the lesser of 300% of your annual salary, as determined by your employer, only if you submit evidence of good health to Aetna and such evidence is approved by Aetna.

If, while insured, you first become eligible for an amount of Supplemental Life Insurance in excess of the lesser of \$300,000 or 300% of your annual salary, as determined by your employer, you can become insured for an amount in excess of \$ 300,000 only if you submit evidence of good health to Aetna and such evidence is approved by Aetna.

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### Age Reduction Rule

#### **Supplemental Life: Active Employees Only**

Your Supplemental Life Insurance amount in force on the day before the first day of the month in which you reach age 65 will be reduced to: 65% at age 65; 50% at age 70. The reduction will take effect on the first day of the calendar month in which you reach the age specified.

If you become insured during or after the month in which you reach the above ages, your amount of Life Insurance will be the applicable percentage of the amount shown for your classification.

#### **Note:**

The amount of any Supplemental Life Insurance being extended for you under the Permanent and Total Disability feature of this Plan will be reduced at the ages specified and in accordance with the Age Reduction Rule above.

### Retirement Reduction Rule

If you retire and you remain in an Eligible Class, your Life Insurance will remain in force during your retirement, subject to change or termination in accordance with the terms of the group contract. Your Life Insurance will be reduced as of the date you retire to \$ 10,000.

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### Dependents

#### Schedule

Effective May 1, 1999

Classification	Amount
Spouse	
Option 1	\$ 10,000
Option 2	\$ 25,000
Option 3	\$ 50,000
Children	\$ 4,000

#### Evidence Requirements

If:

- you request Life Insurance coverage for a spouse within 31 days of the date you are eligible for coverage with respect to that spouse; and
- you are eligible for an amount of Life Insurance for that spouse over \$ 25,000;

you can become insured with respect to that spouse for an amount in excess of \$ 25,000 only if you submit evidence of that spouse's good health to Aetna and such evidence is approved by Aetna.

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If you request Life Insurance coverage for a **dependent** more than 31 days after the date you are eligible for coverage with respect to that **dependent**, you can become insured with respect to that **dependent** only if you submit evidence of that **dependent**'s good health to Aetna and such evidence is approved by Aetna.

If, while insured with respect to a **spouse**, you first become eligible for an amount of Life Insurance for that spouse over \$ 25,000, you can become insured with respect to that **spouse** for an amount in excess of \$ 25,000 only if you submit evidence of that **spouse**'s good health to Aetna and such evidence is approved by Aetna.

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## Accelerated Death Benefit

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### Employees

ADB Months: **12**

ADB Percentage: **50%**

ADB Minimum:

The lesser of \$ 50,000 and 25% of the amount of your Life Insurance then in force.

ADB Maximum: **\$ 300,000**

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# Accidental Death and Personal Loss Coverage

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## Schedule of Accidental Death and Personal Loss Coverage

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### Employees

#### Schedule

Effective January 1, 1999

#### Classification

Law School, Union Faculty  
Members and Administrators

#### Principal Sum

100% of your basic annual earnings, as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000.

Maximum: \$ 200,000

Minimum: \$ 30,000

#### Staff

100% of your basic annual earnings, as determined by your Employer, rounded to the next higher \$ 1,000, if not an integral multiple of \$ 1,000.

Maximum: \$ 75,000

Minimum: \$ 10,000

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## Additional Accidental Death Benefit Maximums

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### Employees

Coma Benefit Percentage

5% of your full Principal Sum

Passenger Restraint Benefit Maximum

\$ 10,000

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Airbag Benefit Maximum	One half of your Passenger Restraint Benefit
Education Benefit Maximum for each dependent child	5% of your Principal Sum not to exceed \$ 5,000
for your spouse	5% of your Principal Sum not to exceed \$ 5,000
Child Care Benefit Maximum for each child	3% of your Principal Sum not to exceed \$ 2,000 per year per child
Repatriation of Remains Benefit Maximum	\$ 5,000

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## Adjustment Rule

If, for any reason, a person is entitled to a different amount of coverage, coverage will be adjusted as provided elsewhere in the group contract, except that an increase is subject to any Active Work Rule described in Effective Date of Coverage section of this Summary of Coverage.

Benefits for claims incurred after the date the adjustment becomes effective are payable in accordance with the revised plan provisions. In other words, there are no vested rights to benefits based upon provisions of this Plan in effect prior to the date of any adjustment.

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## General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form **GR-29**.

**KEEP THIS SUMMARY OF COVERAGE  
WITH YOUR BOOKLET-CERTIFICATE**

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# **Additional Information Provided by**

## **St. John's University**

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The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

**Employer Identification Number:**

14-6034807

**Plan Number:**

501

**Type of Plan:**

Welfare

**Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company

151 Farmington Avenue

Hartford, CT 06156

**Plan Administrator:**

St. John's University

8000 Utopia Parkway

Jamaica, New York 11439

Attention: Director, Employee Benefits

**Agent For Service of Legal Process:**

St. John's University

8000 Utopia Parkway

Jamaica, New York 11439

Attention: General Counsel

**End of Plan Year:**

December 31

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**Source of Contributions:**

Employer and Employee

**Procedure for Amending the Plan:**

St. John's University, (the "University") fully intends to maintain this Plan indefinitely. However, the University reserves the right, subject to applicable collective bargaining agreements, to terminate, suspend, discontinue or amend the Plan at any time and for any reason.

The claim procedures described below apply to claims filed on or after January 1, 2002. Claims filed prior to said date will be subject to the claim procedures in effect prior to that date.

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**Claim Procedures**

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

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

**Filing Life 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 your legal spouse or adult child, or a person you authorize, in writing, to act on your behalf. In addition, the Plan will recognize a court order giving a person authority to submit claims on your behalf.

You will be notified of the decision not later than 90 days after the Plan's receipt of the claim. This time period may be extended up to an additional 90 days due to special circumstances. In that case, you will be notified of the extension before the end of the initial 90-day period. Notice of the extension will explain the special circumstances requiring the extension and the date by which a decision is expected.

If your claim is denied in whole or in part, you will receive a written notice of the denial from Aetna Life Insurance Company. The notice will explain the reason for the denial and the review procedure.

**Filing an Appeal of an Adverse Benefit Determination for a Life Claim**

You may request a review of the denied claim. You will have 60 days following receipt of an adverse benefit decision to appeal the decision. The request must be submitted, in writing, and include your reasons for requesting the review. Submit your request to the office of the Aetna Life Insurance Company to which you submitted your initial request for benefit payment. You will be notified of the decision not later than 60 days after the appeal is received. If an extension of time for processing the appeal is needed, the time period may be

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extended up to an additional 60 days, in which case you will be notified prior to the end of the first 60 day period. 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, 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.

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## **ERISA Rights**

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

### Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

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## **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.